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The Solicitors' Journal and Weekly Reporter.

LONDON, FEBRUARY 29, 1908.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Portrait of Mr. Lloyd-George.

IT WILL be seen from the letter from Sir JOHN GRAY HILL, printed in another column, that the project for presenting to the Law Society a portrait of Mr. LLOYD-GEORGE, to be hung in its Hall, has now taken practical shape, and that subscriptions have already been received from many well-known members of the society. The true principle with regard to this matter appears to us to be that it should be altogether disinterested from considerations of politics, and be intended solely to commemorate the fact that a solicitor has won signal distinction. No one can deny that on this ground Mr. LLOYD-GEORGE deserves the memorial, and we hope that the subscriptions will reach a sum sufficient to enable a portrait to be obtained which will be a work of art.

Foreign Companies Having Places of Business in the United Kingdom.

ONE of the most important changes which will be made by the Companies Act, 1907, when it comes into operation next July, is the exercise of control over foreign companies which do business in the United Kingdom. We print elsewhere regulations which have been prescribed by the Board of Trade in view of this new departure. Section 35 of the Act of 1907 requires every company incorporated outside the United Kingdom which has a place of business within the United Kingdom, within three months after the commencement of the Act, or within one month from the establishment of such place of business, to file with the registrar (a) a certified copy of the charter, statute, or memorandum and articles of association of the company, or other instrument defining its constitution, and, if the instrument is not written in the English language, a certified translation thereof; (b) a list of the directors of the company; and (c) the names and addresses of some one or more persons in the United Kingdom authorized to accept service of process and notices which require to be served on the company. Every company to which section 35 applies is in every year to file with the registrar such a statement of its affairs as would, if it were a company incorporated in the United Kingdom, and having a capital divided into shares, be required under the Act of 1907 to be included in the annual summary—that is, apparently, an annual balance-sheet. Every such company, if it uses the word "Limited" as a part of its name, is to state the country in which it is incorporated in every prospectus inviting subscriptions, and

conspicuously exhibit it on every place where it carries on business in the United Kingdom, and on its letter and other paper. For noncompliance with the section, the company and its officers and agents are liable to penalties.

Filing of Articles of Foreign Companies.

THE MOST onerous of these requirements appears to be that which necessitates the filing of certified copies or certified translations of the charter or other instrument of constitution. Subsection 6 provides that the expression "certified" is to mean certified in the prescribed manner to be a true copy or correct translation. The present order of the Board of Trade gives the necessary directions. In the case of companies incorporated in a foreign country, the persons who can certify that the instrument offered for filing is a true copy, will be: (a) an official of the government, to whose custody the original is committed, (b) a notary of the foreign country, and (c) an officer of the company certifying on oath. Further provisions are introduced to secure the authenticity of the certificate or validity of the oath. In the case of companies incorporated in the Channel Islands or the Colonies the same classes of persons may give the certificate. As to translations in cases where the charter or other instrument is in a foreign language, the certificate of correctness of the translation will be given, if the translation is made abroad, either by an official having custody of the original, or a local notary public; and if the translation is made within the United Kingdom, by a notary public or a solicitor of the Supreme Court, either in England, Ireland, or Scotland, according to the locality of the company's place of business. But the Board of Trade is to have a dispensing power as regards these requirements.

Trustee Remaining Outside the United Kingdom.

A CORRESPONDENT, whose letter we print elsewhere, raises an important question as to the meaning of the term "United Kingdom" in section 10 of the Trustee Act, 1893. Under that section, a power to appoint a new trustee arises when a trustee "remains out of the United Kingdom" for more than twelve months. The expression "United Kingdom" takes its origin, of course, from the Act of Union, 1800 (39 & 40 Geo. 3, c. 67), which by the first article enacted that the Kingdom of Great Britain and Ireland should, as from the 1st of January, 1801, be united into one kingdom, by the name of the United Kingdom of Great Britain and Ireland. Since that time it appears to have been assumed that in Acts of Parliament the expression is limited to Great Britain and Ireland, including the Isle of Wight as part of England, but not the Channel Islands or the Isle of Man (see *R. v. Proves* (2 Moo. 349), Stroud's Judicial Dict. (2nd ed.), *sub. voce* "United Kingdom"); though in commercial or other documents, where the circumstances or context required it, the term might extend to the Channel Islands; *Stoneham v. Ocean Accident Insurance Co.* (25 Q. B. D. 237). Hence in Acts of Parliament where "United Kingdom" is intended to include the Channel Islands, a provision to this effect is expressly inserted, as in the Post Office Act, 1875 (38 Vict. c. 22), s. 12, and the Territorial Waters Jurisdiction Act, 1878 (41 & 42 Vict. c. 73), s. 7. The same result follows from the Interpretation Act, 1888 (52 & 53 Vict. c. 63), for though it does not define "United Kingdom," section 18 provides that the expression "British Islands" shall mean the United Kingdom, the Channel Islands, and the Isle of Man, thus leaving it as a matter of necessary inference that "United Kingdom" does not include the Channel Islands and the Isle of Man. The Trustee Act, 1893, does not specially define "United Kingdom," and it would seem that in that statute the term must be taken to be exclusive of the Channel Islands, so that in the case put by our correspondent the power of appointing a new trustee appears to be exercisable.

Payment in Tickets Instead of Money.

THE FACT that a motor-cab company is about to issue books of tickets for journeys by its cabs has induced one of the newspapers to collect a number of instances where tickets take the place of money in the ordinary transactions of life, such as in payments for journeys by railway and tramway, and also for the charges of hotel-keepers and hairdressers. It is hastily suggested that the time may come when money will scarcely be used at all, and all the ordinary calculations with regard to the demands for currency must necessarily be revised. We cannot see, however, that such

tickets are likely to take the place of money properly so-called. Money is described by Mr. WALKER, the American economist, as "that which passes freely from hand to hand throughout the community in final discharge of debts and full payment for commodities, being accepted equally without reference to the character or credit of the person who offers it, and without the intention of the person who receives it to consume or enjoy it or to apply it to any other use than in turn to tender it to others in discharge of debts or payment of commodities." It will easily be seen that tickets which, as between debtor and creditor, may be a convenient mode of adjusting payments, do not fulfil the above definition. These tickets are in fact items in a debtor and creditor account, just as the issue and payment of cheques is part of the account between a customer and his banker. And although the use of cheques has in this country enormously increased, they do not take the place of bank-notes by passing from hand to hand throughout the community in discharge of debts. Some attempt has been made to increase the security of these instruments by the introduction of "certified cheques." But there is little ground for assuming that there will, for the present, be any falling off in the demand for the State currency.

Petitions for Reduction of Terms of Imprisonment.

THE CRIMINAL Appeal Act will shortly come into operation, and it remains to be seen whether this enactment will have any effect on petitions for the mitigation of sentences passed upon criminals. We read that a petition for the reduction of the sentence passed upon the blackmailer VELTHEIM is being extensively signed. The supply of forms originally printed for the purpose rapidly became exhausted, and no less than three reprints have been necessary, the demand which has been made, not only by post but also by personal calls and by telephone, being so great. Petitions which seek to override the courts of law by popular agitation are open to the strongest objection. We are told that the right of the British subject to petition the Sovereign for the redress of grievances is a fundamental principle of the British Constitution, and that it has been exercised from the earliest times. But the early penal law rested on a principle of private vengeance, and it was natural to address a petition to the Sovereign upon the supposition that he had, to some extent, recovered from his hasty displeasure. A petition at the present day on behalf of a prisoner who has been convicted after fair trial is an anachronism. The reports of trials in the newspapers form a large part of the reading of many British subjects, and a fair proportion of these newspaper readers would rather sign an appeal for mercy than refuse to do so. Anything like a judicial consideration of the case cannot be expected. It has sometimes been said that the abolition of capital punishment would act as a serious check to attempts to mitigate the punishment of criminals. This is scarcely consistent with our experience in the case of VELTHEIM.

Actions Against Municipal Bodies.

THE CASE of *Hewlett v. London County Council* (Times, 14th inst.) shews the necessity of realizing the shortness of the limitation on actions against public authorities imposed by the Public Authorities Protection Act, 1893. It would not be difficult to cite from the reports cases in which the Act has inflicted great hardship, and the gradual extension of municipal activity gives it a much wider scope than the various statutes which it replaced. In the case in question the claim was in respect of serious injuries received by the plaintiff in consequence of the negligence of servants of the London County Council who were in charge of a motor fire-engine. The six months allowed by the Act for bringing an action was taken up by negotiation, in the course of which the amount of compensation payable appears to have been treated as the only question in dispute. Then, when the parties ultimately failed to come to an agreement, the time had expired, and the plaintiff was without legal remedy. Mr. Justice BRAY held that the negotiations did not constitute an estoppel or a waiver of the statute, though it is possible that, in consequence of his intervention, the plaintiff will not be left without redress. But the danger which the case reveals is aggravated by the decisions under which the short six months' limitation applies to all actions of tort against municipal author-

ties for injuries inflicted by them in carrying on tramways and similar undertakings. When these have been duly authorized, the municipal authority is under a duty to carry them on, and the existence of this duty was held in *Lyles v. Southend Corporation* (1905, 1 K. B. 1) to give them the statutory protection in the performance of their duties as carriers, although it is denied to railway companies. VAUGHAN WILLIAMS, L.J., observed in that case (p. 18) that the corporation were under a statutory obligation to carry passengers, and consequently were not on the same footing as railway companies. If it were possible, the Public Authorities Protection Act, 1893, ought to be amended so as to allow of a longer limitation in cases of ordinary tort by a municipal authority, but as legislation is hardly to be expected, the shortness of the limitation should be borne in mind, and in all suitable cases a writ should be issued at once, and the statute saved. There is time for negotiation afterwards.

A Distinguished Lawyer's Will.

"HE WHO is his own lawyer has a fool for his client" is an old saying, the truth of which is often exemplified in the law courts. Nor is it surprising that home-made wills—that is, wills of laymen made by themselves—should be a fruitful source of litigation. Amateur will-makers are indeed "the profession's best friends," as Lord NEAVES describes them in his humorous verses on "The jolly testator who makes his own will." But it is rather remarkable that the wills of so many eminent lawyers should come before the courts on questions of construction or otherwise. Even Lord Chancellors are not invariably successful in managing their testamentary dispositions in a wholly satisfactory manner, as witness the case of that consummate lawyer the first Lord ST. LEONARDS. The latest decision on a distinguished lawyer's will is *Re Grimthorpe, Beckett v. Grimthorpe*, before Mr. Justice EVE, on the 18th of February. The testator in that case was Lord GRIMTHORPE, who at one time, as Sir EDMUND BECKETT, was leader of the Parliamentary bar, where he is said to have made as much as £40,000 a year. He had two hobbies—namely, restoring churches and making clocks and watches, and to these may perhaps be added a third—namely, making codicils, for within a comparatively short time he made no less than twenty-five codicils to his will, all of which were admitted to probate. Within a week of his death, which took place in April, 1905, an action was commenced for the purpose of obtaining probate in solemn form. In these proceedings it was alleged that, owing to testamentary incapacity, the testator had died wholly intestate, and, on the other hand, it was said that there were still further codicils which ought to be admitted to probate. These proceedings, however, were happily compromised. The question which came before Mr. Justice EVE was whether the present Lord GRIMTHORPE was liable to pay estate duty on the Lincolnshire estates, which depended upon whether he took them as real or personal estate, or, in other words, whether they had been converted by the trust for sale in the marriage settlement of the first Lord GRIMTHORPE. The learned judge held that there had been a conversion, but that the present Lord GRIMTHORPE had elected to take them as realty. The case is interesting as shewing when and under what circumstances the purposes for which conversion is directed can be said to have failed, and also as shewing that the date of the deed, when conversion is directed by deed, is the material date at which to determine whether the purposes have in fact failed.

Claims for Compensation against American Railway Companies.

ANY ONE who runs his eye through the recent volumes of the American State Reports will be struck by the number of cases which relate to actions for negligence against railways, and what are called "street-car" companies. These actions have, according to the *New York Tribune*, increased to such a degree that the companies have had to take extraordinary measures to cope with them. The life of the "ambulance chaser," the lawyer or lawyer's clerk who hastens to a hospital whenever he hears of an accident and tries to induce the victim thereof to sue somebody or something, at best a strenuous one, will be rendered more difficult by the fact that the Controller of New York has established a Bureau of Claims, the object of which is to put ambulance chasers out of business in cases where there is any likelihood of an action against the city. According to the American papers

lawyers of the same class as "ambulance chasers" have extended their operations to claims other than those growing out of street-car accidents, and they are now engaged in inciting and fostering what are known as "water diversion claims," that is, claims by farmers for injury alleged to be caused to their crops by the diversion of sub-surface water from its natural course into the pipe galleries leading to the city pumping stations. The costs incurred by the city in respect of such claims already amount to £30,000, and many suits are pending. The Controller gives the amount of the claims for personal injury against the city during the past year at nearly £100,000. Those who have served on juries in actions for personal injury are well acquainted with the methods of "ambulance chasers." That persons will deliberately seek injury and plan street-car accidents for the sake of obtaining damages from a railroad company appears incredible, yet hundreds of men and women are engaged in the lucrative, if somewhat hazardous, business of beating the railway companies, and it is with these persons that the "ambulance chaser" works hand in hand. While many actually place themselves in the way of danger, the majority merely feign injuries, and trust to their capacity for lying and the wit of unscrupulous lawyers to make out a case against the street-car companies. The legal head of the claims department of a traction company must be an able trial lawyer of tact and resource. He is pitted against unscrupulous men and women and their legal advisers; lawyers as sharp, often as able, as himself, and invariably unhampered by any quibbles of honesty. This is a melancholy story. The officials of railway, tramway, and omnibus companies in England are by no means unfamiliar with dishonest or exaggerated claims for compensation, but we have heard nothing to lead us to believe that such claims are as numerous in our great cities as they appear to be on the other side of the Atlantic.

Copyright in the "Dramatic Situations" of Sketches in Variety Theatres.

A DECISION by the Court of Appeal on the copyright in one of the so-called "sketches"—a species of condensed drama or farce in the variety theatres—will be eagerly read by the large number of persons interested in this form of entertainment. In the case of *Tate v. Fullbrook* the question arose under the Dramatic Copyright Act, 1833, which recites in its preamble that by 54 Geo. 3, c. 156, s. 54, the author of any book which should thereafter be composed and printed and published is to have the sole liberty of printing and reprinting such books, and proceeds to enact that the author of any tragedy, comedy, play, opera, farce, or any other dramatic piece or entertainment, composed and not printed and published by the author, shall have the sole liberty of representing any such production at any place of dramatic entertainment. The action was for an injunction and damages in respect of an infringement by the defendant of the plaintiff's copyright in the dramatic piece "Motoring or the Motorist" by the representation of a dramatic piece called "Astronomy." Each of the pieces which were intended for representation consisted of a dialogue between several persons accompanied by comic "business," and the Court of Appeal were of opinion that the dialogue and story in the defendant's piece were wholly different from those in the piece composed by the plaintiff. With regard to the accessories of the two pieces there was much resemblance. Some of the characters were similar in each piece, and the defendant, who took the principal part in his piece, corresponding to that assumed by the plaintiff, imitated the plaintiff's make-up and style of acting. In what is called the "gag" and "business" of the two pieces there was also much resemblance. On these facts PHILLIMORE, J., thought that an infringement had been proved, and granted the injunction. The defendant appealed. The Court allowed the appeal. VAUGHAN WILLIAMS, L.J., said that, in his view, upon a consideration of the preamble and section 1 of the Dramatic Copyright Act, 1833, the subject-matter of the protection afforded by the Act was a composition which, though not printed and published, was capable of being printed and published—was capable, that is to say, of being made into a book. PHILLIMORE, J., appeared to have held that certain things were the subject-matter of protection under the Act which were not the true subject-matter of protection, namely, imitation in make-up, facial and other gestures, and similarity in some of

the characters and incidents. So long as there were words capable of protection, and the question arose whether the copyright in these words had been infringed by a similarity in other words, the words must be taken with the stage situations, scenic effects, and other matters, and then it must be considered whether there was such a similarity between the two pieces as to lead to the conclusion that the performance of the defendant's piece was an infringement of the proprietary right of representation by the plaintiff of his own piece. The learned judge appeared to have taken these matters into consideration in a case where there was no similarity in the words. This ruling, which, perhaps, goes further than was strictly necessary for the decision, appears to overrule certain *dicta* in the reports that theatrical situations, even when expressed by dramatic action, and without the aid of words, are in every instance entitled to the protection afforded by law to dramatic literary property. With respect to these *dicta*, it must be admitted that the difficulty of founding a right of representation upon dramatic situations and stage business cannot easily be got over. Most of the ideas which constitute "stage business" are of respectable antiquity, and it would be hard to give any author a monopoly in them or in the minor details which constitute the accessories of the piece. Cases of hardship may possibly arise. An actor who has "understudied" the principal part in a piece depending upon its by-play rather than its words, may reproduce the part in a piece which is re-written for the purposes of a rival performance. If any such difficulty should arise, it may be an argument in favour of an amendment of the existing law.

Permitting Drunkenness on Licensed Premises.

A CURIOUS point in licensing law was decided by the Divisional Court recently on an appeal by an innkeeper against a conviction under the Licensing Acts of 1872 and 1902, for permitting drunkenness on his premises. By section 13 of the Licensing Act, 1872, any licensed person who permits drunkenness or any violent, quarrelsome, or riotous conduct to take place on his premises, or sells any intoxicating liquor to any drunken person, is liable to a penalty. It appeared that two police officers visited the defendant's premises after closing hours, and found seven or eight men in the smoking-room; one of these men was asleep in a chair, and was awakened and found to be drunk. He was lodging in the house, having engaged a room at 10.30 p.m., or fifty minutes previously. He was drunk when he entered the inn, and his condition was observed by the boots and the landlord, the latter accepting him as a lodger, and taking no steps to eject him or to have him conducted to his sleeping room. He had been allowed to go into the smoking-room, and no steps were taken to remove him during the time he was there. On behalf of the appellant it was contended that he was improperly convicted, inasmuch as at the time when the man was found drunk he was a lodger, and was not in the inn for the purpose of using it as licensed premises. The licensed premises after the closing hour must be taken, so far as the landlord and his guests were concerned, to be private premises to which the penal provisions of the licensing law did not apply. The respondent referred to section 18 of the Act, by which any licensed person may refuse to admit any drunken man to his premises, and section 4 of the Licensing Act, 1902, which enacts that where a licensed person is charged with permitting drunkenness on his premises, and it is proved that any person was drunk on his premises, it shall lie on the licensed person to prove that he took all reasonable steps for preventing drunkenness on the premises. The court came to the conclusion that this section applied under certain circumstances to premises after they had been closed, and the appellant, not being obliged to admit the man and having taken no steps to prevent him from entering in a drunken condition, the conviction must be affirmed. We are not prepared to contend that this decision was not in accordance with the merits of the case, but we can imagine cases in which the innkeeper would have great difficulty as to the course which he should adopt. He is not prohibited from admitting a drunken man as a lodger, and if the drunkard is a stranger to the town it would be rather hard measure to force him to spend the night in the street. Or it may, unfortunately, happen that a lodger in the inn, or even the son of the innkeeper, may return after closing hours in

a state of intoxication. In such cases it is not always easy to say what reasonable steps he should take for preventing drunkenness on his premises.

Income of Unauthorized Investments.

WHERE PROPERTY of a wasting or hazardous nature is bequeathed by will upon trusts for the benefit of a tenant for life and remainderman, the rule in *Howe v. Earl of Dartmouth* (7 Ves. 137) requires that the tenant for life shall receive only the income arising from the property in an authorized state of investment, unless its retention in its actual state is authorized, and the will shows an intention that the tenant for life should take the income in specie. Cases on this point have been numerous recently. But different considerations apply where money comes to the hands of trustees and is put by them in an unauthorized investment in which it earns more than the ordinary rate of interest. Upon the breach of trust being made good, and the capital of the trust fund restored to the trust estate, together with the interest actually made on it, the tenant for life is entitled to the whole of this interest, and the remainderman cannot require the excess over the court rate to be capitalized. This was decided by ROMILLY, M.R., in *Stroud v. Gwyer* (28 Beav. 130), a case which was followed by BYRNE, J., in *Re Appleby* (51 W. R. 153), and has now been approved by the Court of Appeal in *Slade v. Chaine* (ante, p. 240). In this last case a sole trustee of a marriage settlement, under which his wife was tenant for life, had received trust moneys and used them in paying off loans from his bank which carried 5 per cent. Subsequently he replaced the money and invested it in authorized securities, but it was contended by one of the remaindermen that the 5 per cent. which he had made by the use of the money ought to be apportioned, and the excess over the authorized income capitalized. In *Stroud v. Gwyer* ROMILLY, M.R., drew a distinction between property left by a testator in a wasting or hazardous state, where the retaining it in that state does not necessarily involve a breach of trust, and an improper investment made by a trustee. In the former case the excess of income is capitalized by way of security to the remainderman against loss of capital. In the latter case this security is found in the liability of the trustee to make good the breach of trust; consequently the remainderman is not entitled to the excess of interest as well. "When," said ROMILLY, M.R., "trustees or executors commit a breach of trust by lending it on some unauthorized security, . . . they have discharged their liability in favour of the *cestuis que trust* who are entitled to the capital in remainder when they have made good the capital and any increase which that capital has received." Similarly in the present case the remainderman had got the capital intact, and the actual income was receivable by the tenant for life.

Life Assurance Among Judges.

A CASE on appeal from New South Wales has just been heard before the Privy Council—*Campbell v. Australian Mutual Provident Society*—which incidentally shews the prevalence of life assurance among Australian judges, and suggests possible difficulties in the way of litigation to which the respondent society might be a party. It appears that all the judges of the Supreme Court of New South Wales and all the judges of the High Court of Australia are insured with, and therefore members of, the Australian Mutual Provident Society. There are seven New South Wales judges and five High Court judges. It was necessary, under the circumstances, for both parties to agree to the suit being heard by the judge who actually did hear it. As in no other of the six Australian States are there more than seven Supreme Court judges, it seems fairly probable that the judges in the other five States (numbering about twenty in all) are also members of the same society, which extends its operations throughout Australia. The Australian Mutual Provident Society could hardly desire a better advertisement among the legal profession.

Secret Deliberations by Courts.

IN A report of the trial at Rome of Signor NASI by the Senate, sitting as a High Court, it is stated that at the conclusion of the hearing the court retired to its council chamber to consider its decision, no one being allowed to enter the chamber, and the

telephone being interrupted. Secret deliberations are not unknown in the procedure of English tribunals, as in the case of the House of Lords and Privy Council. This secrecy is insured by the process of clearing the room. Parliamentary Committees have also, from the earliest times, been accustomed to deliberate in private. But the judges of the superior courts are contented to discuss their cases in public, in what should be an undertone, but which is occasionally quite audible to those who sit near the bench. Discussions in a separate chamber may add to the dignity of the court, but they would hardly, we think, promote the dispatch of business.

The Australian Constitution and the Privy Council.

MORE than a year ago (the 15th of December, 1906, 51 SOLICITORS' JOURNAL, 111) we made some observations on the extraordinary position brought about, in the relations of the High Court of Australia and the Privy Council, by the decision of the Judicial Committee in *Webb v. Outtrim* (now reported, 1907, A. C. 81). We pointed out that the home authorities might well provide against the possibility of future conflicts between decisions of the High Court of Australia that are made final by the Constitution of the Australian Commonwealth, and decisions of the Privy Council, by Orders in Council or legislation. (Recently, legislation on this subject seems to have been undertaken by the Australian authorities, 51 SOLICITORS' JOURNAL, 684.) We further pointed out that, whilst it was possible for the Privy Council's decision to be regarded as not binding the High Court, the latter would probably see its way to waiving its technical right to precisely co-ordinate jurisdiction with the Privy Council on constitutional subjects. Finally, some unsatisfactory aspects and features of the Judicial Committee's judgment delivered by Lord HALSBURY were pointed out.

Since those observations were published the situation has developed in a somewhat dramatic manner. The High Court of Australia has now positively declined to be bound by, or to follow, the Privy Council's decision in *Webb v. Outtrim*. The High Court has also declined to give a certificate to the effect that a question, as to which it has decided in direct opposition to the Privy Council, is one proper to be determined by the King in Council. The Judicial Committee have been invited to affirm their own decision in *Webb v. Outtrim* and reverse the contrary decision of the High Court of Australia, and have declined to do so.

The case which has been the means of bringing about this state of things is *Commissioners of Taxation for New South Wales v. Baxter* (the Attorney-General for the Commonwealth of Australia intervening), reported in the *Times* of November 29th last. This (with two other similar cases heard at the same time) was a petition for special leave to appeal against the decision of the High Court of Australia. The application for leave to appeal was refused, but the reasons of the Committee for this refusal were not then given, and the formal judgment of the Board was subsequently delivered (*Times*, Jan. 15, 1907). This judgment is disappointing, both by reason of its extreme brevity, and of the grounds upon which the decision of the Board was arrived at. The facts and arguments are, however, summarized in the report, and as the full report of the proceedings in Australia has recently reached London (*Baxter v. Commissioners of Taxation*, 4 Com. L. R. 1087), the present position, and the steps that have led up to it, can be appreciated with sufficient accuracy.

BAXTER, the defendant in the court of first instance, was an officer in the service of the Commonwealth residing in New South Wales. He was assessed to income tax by the plaintiffs, the State Commissioners for Taxation, and payment being refused, was sued in a district court. The district court judge held that the defendant was liable for income tax in respect of his official salary, following *Webb v. Outtrim* (*supra*), as against *Deakin v. Webb* (1 Com. L. R. 585), the case in the High Court overruled by the Privy Council in *Webb v. Outtrim*. The defendant appealed to the High Court of Australia, and the

Attorney-General for the Commonwealth was allowed to intervene. The case was heard before a full court of five judges. The judgment of GRIFFITH, C.J., and BARTON and O'CONNOR, JJ., was delivered by the Chief Justice; ISAACS and HIGGINS, JJ., delivered separate judgments. The main question—"of supreme importance to the future of the Commonwealth"—was "whether the High Court or the Judicial Committee of the Privy Council is under the Constitution the ultimate arbiter upon questions as to the limits *inter se* of the Constitutional powers of the Commonwealth or those of any State or States." This being the main question, the Chief Justice added: "No one disputes that in ordinary cases the Court is bound by the decisions of the Privy Council . . . it is a recognized working rule, necessary for establishing consistency and uniformity in the law, that Courts whose decisions are subject to appeal shall follow the decisions of Courts of final appeal." The present case, however, was exceptional: "For the first time in the history of the British Empire a Court has been established as to which it has been declared that no appeal shall be permitted from its decisions on certain questions, unless the Court itself certifies that the question is one which ought to be determined by the Sovereign in Council. These words cast upon the Court the duty of determining whether the question is such an one or not, and if it thinks that it is not, it is its solemn duty to say so: If the case falls within section 74, the Privy Council has no authority to review its opinion on that point, and the fact that the Privy Council may be called upon to deal with the same question in another case is quite irrelevant to the opinion of this Court as to whether it ought to be determined by that tribunal or not." This extract contains the pith of the reasoning on which the decision of the Court was based. The Chief Justice then proceeded to review the history of the Constitution, and again (as on former occasions) noticed the similarities and dissimilarities between the Australian Constitution on the one hand and the American and Canadian Constitutions respectively on the other. It was then pointed out that "decision" in section 74 was by no means equivalent to "judgment," and only operated to prevent certain points decided by the High Court being reviewed by the Privy Council. The conclusion reached is "that the High Court was intended to be set up as an Australian tribunal to decide questions of purely Australian domestic concern without appeal or review, unless the High Court in the exercise of its own judicial functions, and upon its own judicial responsibility, forms the opinion that the question at issue is one on which it should submit itself to the guidance of the Privy Council. To treat a decision of the Privy Council as overruling its own decision, on a question which it thinks ought not to be determined by the Privy Council, would be to substitute the opinion of that body for its own, which would be an unworthy abandonment of the great trust reposed in it by the Constitution. It is said that such a state of things as would follow from a difference of opinion between the Judicial Committee and the High Court would be intolerable. It would not, perhaps, have been extravagant to expect that the Judicial Committee would recognize the intention of the Imperial Legislature to make the opinion of the High Court final in such matters. But that is their concern, not ours." The opinion is then expressed that it was the intention of the British Legislature to substitute, with respect to matters under section 74, which required prompt decision, "for a distant Court, of uncertain composition, imperfectly acquainted with Australian conditions . . . an Australian Court immediately available, constant in its composition . . . whose judgment, rendered as the occasion arose, would form a working code for the guidance of the Commonwealth." Therefore "this Court is in no way bound by the decision of the Judicial Committee in *Webb v. Outtrim*, but is bound to determine the present appeal upon its merits according to its own judgment. In other words, we think that this Court is in effect directed by the Constitution to disregard the unwritten conventional rule as to following decisions of the Judicial Committee in cases falling within section 74." Addressing himself to the question that actually fell for decision, the Chief Justice remarked that *prima facie* the appeal was concluded by the previous decision of the Court in *Deakin v. Webb* (*supra*), and that the only reason for reviewing that decision was the fact that the Judicial Committee had, in

Webb v. Outrim (*supra*) disagreed with it. *Webb v. Outrim* is then examined, and comes in for some rather severe handling, as might have been anticipated (see 51 SOLICITORS' JOURNAL, 111, already referred to), with respect to the views expressed by Lord HALSBURY on the American Constitution and the powers of British Courts to pronounce on the invalidity of Colonial statutes. The analogy between the Australian and American Constitutions is reiterated with great firmness, and even force, by the Chief Justice, though almost denied in the judgment in *Webb v. Outrim*. It is not necessary to examine the judgments of ISAACS, J. (who agreed that the High Court was not bound by *Webb v. Outrim*), and HIGGINS, J., who dissented altogether and thought that the Privy Council decision should be followed, as being the decision of a superior Court. The concluding words of the judgment of HIGGINS, J., are: "Inasmuch as the King in Council has overruled the decision of this Court in *Deakin v. Webb*, I think it is the duty of this Court to accept his Majesty's official opinion as finally stating the law. . . ."

Unfortunately—as many constitutional lawyers will think—the practical importance of the question actually raised for decision was considerably diminished by the fact that, subsequently to the judgment of the High Court having been delivered, in fact since the presentation of the petition, the Commonwealth Legislature had passed an Act enacting, practically in the terms of the decision in *Webb v. Outrim*, that Commonwealth officers should be liable to State taxation, so that the precise question raised as to the respondent's liability to income tax could not occur again. It was, however, urged by the petitioners to the Privy Council that the other questions raised by *Webb v. Outrim* were so important that in the present instance the ordinary rule laid down by the Judicial Committee should not be followed, as to refusing special leave to appeal where the whole matter had been dealt with by legislation so that it never could arise again.

The judgment was delivered by the Lord Chancellor, giving the reasons for refusing special leave to appeal, might even be called meagre—so brief is it. After shortly stating that on the question at issue the Judicial Committee had disagreed with the High Court of Australia, and the latter Court had now "entertained fresh appeals, and adhered to their former view," the judgment concludes: "Before these petitions could be heard by their lordships an Act of the Commonwealth was passed expressly authorizing States to impose taxation of the kind in question, so that the controversy cannot be raised again. The sums actually in dispute or indirectly affected are inconsiderable in amount. In these circumstances, it would not be in accordance with the practice of this Board to advise his Majesty to grant special leave to appeal. There will be no order as to the costs of these petitions."

The important constitutional question, therefore, raised by *Webb v. Outrim* remains exactly where it was immediately after that case was decided, and the Judicial Committee and the High Court each claim to be the final appeal court on the meaning of the Australian Constitution. Seeing the difference between the two views of the Judicial Committee and the High Court respectively as to the principle of interpretation to be applied, it is surely time that the matter should be set at rest by legislation of the Imperial Parliament. The High Court of Australia has declined to yield, and the Judicial Committee is also, apparently, not inclined to yield. We venture to assert that the opinions and sympathies of constitutionalists are on the side of the Australian Court. One is tempted to apply to the judgment delivered by Lord HALSBURY in *Webb v. Outrim* the criticism applied to some remarks of Lord CAMPBELL in *Woodward v. Watts* (2 E. & B., at p. 458), where the Lord Chief Justice has been said to have "aired a little knowledge, of the kind which is a dangerous thing, of the Constitution of the United States."

The annual dinner of the Gray's Inn Debating Society was to take place at the Gaiety Restaurant on Friday. The following among others were to be present:—Lord Justice Kennedy, Mr. Justice Bingham, Mr. Justice Bray, Mr. Justice Eve, the Solicitor-General, Mr. McCall, K.C., Mr. Duke, K.C., Mr. Barnard, K.C., Mr. Atkin, K.C., Mr. Terrell, K.C., Mr. Russell, K.C., and Mr. A. E. Gill.

The Criminal Statistics for 1906.

THE Criminal Statistics for 1906, which have just been issued by the Home Office, are prefaced by an interesting introduction by Mr. W. J. FARRANT, superintendent of the Statistical Branch, and revised by Mr. A. J. EAGLESTON, of the Criminal Department of the Home Office. This includes a survey of the progress of crime during the half century which has elapsed since the establishment of the Judicial Statistics in 1857. A preliminary table compares the principal figures for the year 1906 with the corresponding figures for 1905, and the annual average for the quinquennial period 1902-1906. The number of indictable offences known to the police for 1906 was 91,665. This shows a decrease on the figures for 1905—94,654—but an increase on the average for the earlier period—89,732. The number of persons tried falls very short of the number of offences, and the convictions, of course, shew a further substantial fall. In regard to the 91,665 indictable offences in 1906, only 59,079 persons were tried and 48,746 were convicted. The proportions in the earlier years were very similar. The number of persons convicted of non-indictable offences for 1906 shews a marked diminution as compared with the earlier years: the convictions for criminal non-indictable offences in 1906 were 53,352, and for other non-indictable offences 520,346. The corresponding figures for 1905 were 56,299 and 543,321, and the previous average was about the same. All the figures, it is pointed out, indicate a decrease in criminality in 1906, but the figures for serious crime are the best index to the state of the country in this respect, and the author of the introduction founds his observations on the statistics of persons tried for indictable offences.

It is suggested that the decrease of crime in 1906 may be attributed to some extent to increased prosperity. About four-fifths of the crimes are larcenies, and offences of this description, it is said, no doubt with good reason, tend to diminish in good times. Figures are given to prove this increased prosperity. But prosperity, it seems, is not an unmixed blessing. Larcenies may decrease, but with crimes of violence it is otherwise. "Broadly speaking, crimes against the person and crimes against property are affected in reverse ways by these conditions"—i.e., the increase of employment and rise of wages—"In good times drunkenness and crimes of violence tend to increase and thefts to diminish; when trade is bad and employment shrinks the opposite state of things occurs." To follow out this observation in detail, Mr. FARRANT makes a division of indictable offences into six classes. The first, with 2,704 offences in 1906 as against 2,503 in 1905, includes offences against the person, whether offences of violence or sexual offences. The increase in 1906 of the former offences was 122, of the latter 79. The increase in sexual offences Mr. FARRANT attributes to the fine summer of 1906. "As a large number of the offences of this class," he says, "especially crimes against children, are committed in the open air, the opportunities for committing such offences were increased by the meteorological conditions of the year." We shall certainly expect to find that the summer of 1907 produced a marked improvement in morals. The second class—offences of violence against property—shewed a slight decrease, 3,398 offences in 1906, as against 3,460 in 1905. This is the class in which the professional criminal finds his scope. The great bulk of offences falls in class 3—offences against property without violence, including (a) larcenies, (b) receiving, and (c) frauds. The total offences in this class fell from 53,844 in 1905 to 51,338 in 1906, the decrease being chiefly in the subdivision of simple larcenies, which were 47,984 in 1905 and 45,596 in 1906. Some offences in this class, such as receiving, shewed an increase, but receiving, as Mr. FARRANT points out, is an offence committed, as a rule, by habitual criminals. The figures in the remaining classes are small. Class 4—malicious injuries to property, including arson—shews, in the total—418 for 1906, as against 395 for 1905—a small increase, though in arson there was a decrease; class 5—forgery, coining, and uttering—shewed a decrease, 329 in 1906 against 371 in 1905; and in class 6—miscellaneous offences—the figure was practically the same, 890, in each year. In class 5, notwithstanding the aggregate decrease, there is an increase in the offence of coining, a result which Mr. FARRANT suggests may have been produced by what he calls a new and mischievous development of

journalistic enterprize. "Illustrated articles describing the process of coining were published in a monthly magazine in 1902, and in a daily newspaper in 1904, and at intervals in the course of the last five years four separate crimes have been brought to the knowledge of the Secretary of State, in which prisoners were convicted of coining, and in which it appeared from the facts disclosed at the trial that there was good reason to believe that the prisoners had been induced to commit the crimes by reading these articles, and had been aided to do so by the information contained therein."

Mr. FARRANT strengthens the case in favour of the decrease in crime in 1906 by adding to the indictable offences such non-indictable offences as are of a criminal character, including assaults, cruelty to children, and malicious damage to animals, trees, &c., the figures still referring to the number of persons sent for trial or tried for the offences. In the total of such offences there has been a progressive diminution since 1902, the number having fallen from 95,333 in that year to 82,264 in 1906. In the total figures for indictable offences and non-indictable offences of a criminal nature there is a substantial diminution, the figures being 146,599 for 1905 and 141,343 for 1906. As regards non-criminal non-indictable offences, there was a decrease from 644,591 in 1905 to 618,714 in 1906. These fall under numerous heads, the chief being drunkenness, offences against the Education Acts, breaches of police regulations, poaching, prostitution, highway obstructions and nuisances, and cruelty to animals. It is suggested that the decrease of offences of prostitution and brothel-keeping may probably be a result of the deterrent effect of the expulsion provisions of the Aliens Act, 1905. But the figures for the offence of living on prostitutes' earnings increased from 312 to 353. The offence of street-gaming has enormously increased in the last fifteen years. The Motor-car Act, 1903, has introduced new offences, and the numbers for 1905 and 1906 were the same—6,777. Mr. FARRANT thinks that this curious coincidence suggests that such offences have reached a level which may be regarded as normal. He does not seem to take into account the effect which may be looked for from more efficient legislation. Drunkenness shews a progressive decrease since 1903. The figure for that year was 230,180, and for 1906 211,493; but this latter figure is higher than those for 1901 and 1902.

The statistics for assizes and quarter sessions shew that of 12,441 persons actually tried, 2,005 were acquitted and 10,390 convicted, while 46 persons were found "guilty, but insane." An examination has been made of the statistics of sentences in order to see to what extent changes can be traced in the nature and severity of punishments. The general nature of punishments has not materially varied, though there is a slight increase in penal servitude, with a corresponding falling off in sentences of imprisonment. Penal servitude shews a great diminution in the longer terms, which Mr. FARRANT ascribes to the modern tendency to mitigate punishments. At the same time sentences of imprisonment for long terms have actually increased, while short terms have fallen off. Mr. FARRANT suggests that this may be due to the longer terms of imprisonment by way of reclamation under the "Borstal System."

As regards the statistics for the last fifty years, Mr. FARRANT draws some general conclusions. The number of persons for trial for indictable offences in 1906 (59,079) was very near that for 1857 (54,667), and this, having regard to the preponderating position of larceny, means that the number of thefts in 1906 was about the same as in 1857. But in the interval the population has increased from 19½ millions to 34½ millions, and consequently thefts have diminished some 40 per cent. Offences against the person shew an increase, but not to any great extent; and burglary and housebreaking, too, are increasing. Changes of procedure have led to a great diminution in the number of persons tried at assizes and quarter sessions—20,269 in 1857 and 12,757 in 1906. Non-indictable offences have grown from 329,019 in 1857 to 700,978 in 1906, an increase which appears to be due to drunkenness, to education offences, and to contravening police regulations. The increase in drunkenness is curious, having regard to general habits; education offences have, of course, only been created since 1857; and the third head is probably due to

more minute government. The number of persons in English prisons in 1857 was 30,006, including 10,320 convicts, and in addition there were convicts undergoing sentences of transportation; on the 31st of March, 1906, the number was 20,977, including 3,048 who were in convict prisons. Altogether the statistics shew, though perhaps not very clearly, a gradual improvement in society as regards the criminal law, but there is still much to be hoped for from reforms in the treatment of crime and the amelioration of the conditions of life.

Reviews.

Books of the Week.

Stone's Justices' Manual: Being the Yearly Justices' Practice for 1908; with Table of Statutes, Table of Cases, Appendix of Forms, and Table of Punishments. Fortieth Edition. Edited by J. R. ROBERTS, Solicitor. Shaw & Sons; Butterworth & Co.

The Justices' Note Book: Containing a Short Account of the Jurisdiction and Duties of Justices, and an Epitome of Criminal Law. By the late W. KNOX WIGRAM, J.P. Eighth Edition. By LEONARD W. KERSHAW, B.A. (Oxon.), Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

The Companies Act, 1907, and the Limited Partnerships Act, 1907; with Explanatory Notes. By Sir FRANCIS BEAUFORT PALMER, Benchet of the Inner Temple. Stevens & Sons (Limited).

The Law of Small Holdings in England and Wales; with Appendices of Forms, Statutes, Rules, and Departmental Circulars. By SIDNEY W. CLARKE, Barrister-at-Law. Butterworth & Co.; Shaw & Sons.

The Companies Act, 1907. By LEONARD MOSSOP, B.A., B.C.L. (Oxon.). Waterlow Bros. & Leighton (Limited).

The Yearly Digest of Reported Cases for the year 1907, Decided in the Supreme and other Courts; including a Copious Selection of Reported Cases decided in the Irish and Scotch Courts; with Lists of Cases Digested, Overruled, Considered, &c., and of Statutes, Orders, Rules, &c., referred to. Edited by G. R. HILL, M.A., Barrister-at-Law. Butterworth & Co.

The Limited Partnerships Act, 1907; with Notes and an Introduction. By W. HARBURY AGGS, M.A., LL.M., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Notes on Procedure and Practice in the Birmingham County Court and Birmingham District Registry of the High Court. By W. H. WHITELOCK and ARTHUR L. LOWE, Registrars. Issued with the approval of His Honour Judge Bray and His Honour Judge Harington.

New Regulations of the French Law of the 30th of January, 1907, Affecting English Companies Issuing or Circulating their Securities in France. By PIERRE PELLERIN, Avocat and Barrister-at-Law. Stevens & Sons (Limited).

Correspondence.

The New Proposal for Land Transfer.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I should be glad if you would allow me to answer some of the criticisms contained in your recent article, and at the same time to anticipate various objections which will no doubt suggest themselves to those interested in the subject.

The "idea of a uniform and simple method of conveyancing is," as you justly remark, "founded on the practice in regard to the transfer of stocks," but it is not taken from the Law Society's Conveyancing Bill of 1897-8. Mr. Wolstenholme proposed to restrict landowners as to the number of legal estates and interests in land which they should be allowed to create or transfer; he did not propose to restrict them as to the form or contents of their deeds. A conveyance of the fee simple under the Bill of 1897-8 would have required the same words of limitation and the same reference to uses as a conveyance under the present system. Consequently, if A. were to convey land to B. and his heirs without consideration and without limiting any uses, or if A. were to convey land to X. (without words of limitation) to the use of B. and his heirs, the same results would follow under Mr. Wolstenholme's scheme as under the present law. But under the "New Proposal for Land Transfer" no question of this kind could arise, for the statutory form of conveyance would not require or allow any words of limitation or any reference to uses; A. would simply convey to B., and the absolute

ownership (or so much of it as A. might be entitled to) would pass to B. But such cases as those just suggested, although they occasionally occur, are not of great practical importance. Let us take a case of everyday occurrence—namely, a strict settlement. If A. wished to settle land on his marriage in strict settlement under Mr. Wolstenholme's scheme, he would probably execute two deeds; by the one deed he would convey the land to X., Y., and Z. in fee simple to the use of himself in fee simple, upon the trusts declared by the second deed, and appoint X., Y., and Z. trustees for the purposes of the Settled Land Acts; by the second deed the limitations of the settlement (to A. for life, with remainder to his sons successively in tail, &c., with provisions for jointures and portions, &c.) would be declared so as to take effect as equitable estates. But the Conveyancing Bill, although it says that this is the "proper" way of making such a settlement, expressly allows it to be done by one deed. The general impression which seems to prevail, even among solicitors, that the Bill of 1897-8 contains provisions requiring that "all trusts and settlements should be kept off the legal title to land" (see "Some Remarks on the Present Situation," issued by the Law Society in November last, p. 4) is erroneous. Legal and equitable limitations and trusts can, under Mr. Wolstenholme's scheme, be mixed up together in one deed, and no particular form is required, so that a complicated deed might give rise to difficult questions of construction. For example, if an intending settlor were an unenlightened person, he might prefer to make his settlement in the good old way, by conveying his land to X., Y., and Z. and their heirs to the use of himself for life, then to the use of X., Y., and Z. for 1,000 years, then to the use of his sons successively in tail, &c., with an ultimate remainder to the use of himself and his heirs. I cannot find any provision in Mr. Wolstenholme's Bill which prevents this, and the result apparently would be that of these various limitations the term of 1,000 years would alone take effect at law; all the other limitations would merely take effect in equity, and the legal fee simple would result to the settlor. But if the settlor wished to sell, he could apparently only sell as tenant for life under the Settled Land Acts.

In other words, Mr. Wolstenholme's scheme does not, if I rightly understand it, provide adequate safeguards against the vagaries of incompetent and wrong-headed conveyancers. Its operation in clearing titles is produced by giving every "estate-owner" the power of conveying the land to a purchaser, mortgagee, &c., free from all estates and interests (other than "paramount interests"), whether the purchaser has notice of them or not, so that in the case of a disposition for value (but apparently not in any other case) a conveyance by an "estate-owner" has a tortious or ransacking operation, similar to that produced by a fine under the old law. And in order that the scheme may work, it is necessary that the legal fee simple in settled land should always be vested in a person who, as between himself and the other persons interested under the settlement, is really only a tenant for life. This machinery seems somewhat complicated, and in the hands of careless or incompetent workmen might produce unexpected results.

By comparison, the new scheme is a simple one, for under it the legal ownership and the beneficial interests in settled land cannot be mixed up; they must be kept absolutely distinct. Under the new scheme an intending settlor, however pig-headed, would not be allowed to do what he liked; he would have to convey the land to X., Y., and Z. by a simple registered deed in proper form, just as if they were intended to be absolute owners in joint tenancy, and all the limitations and trusts of the settlement would be declared by an unregistered deed, as to which he would be allowed unbridled license in point of form. If it were necessary to create a term of years to secure portions, this also would be done by a registered deed in statutory form, not referring to the settlement, so that the trusts of the term could be executed by mortgage, perception of rents, &c., without difficulty.

There are, therefore, two important differences between the two schemes. Under the new scheme, the absolute ownership must in all cases be conveyed by itself by a simple deed in statutory form, without any reference to equitable interests, or to the deeds by which they are created; and where land is settled it must be conveyed to persons who, although they appear to be absolute owners, are the trustees of the settlement.

That part of Mr. Wolstenholme's scheme which requires settled land to be conveyed to the first tenant for life is, of course, intended to make the scheme fit into the machinery of the Settled Land Acts, but it is submitted, with all respect, that it is not necessary to do this if we are going to make a radical alteration in the law of real property. We may as well kill two birds with one stone. We all recognize and admire the brilliant inspiration to which we owe the Settled Land Act; it afforded a way out of a situation which had become so difficult that at one time it seemed probable that the law of entail would be abolished altogether in order to free land from the complications of settlements. But the principle of the Settled Land Acts can be preserved without preserving all the details of the machinery which the present state of the law makes necessary. When we settle stock we

do not transfer it into the name of the tenant for life, we put it in the names of trustees, and there is, it is submitted, no adequate reason why land should not be treated in the same way. It would be easy to provide by Act of Parliament that no particular estates in land shall in future be created so as to take effect at law, and thus make it impossible to settle land except by vesting the legal ownership in trustees, as is the practice in the case of stock. If this were done, the trustees would on a sale convey the land and receive the purchase-money, and the purchaser would not have to satisfy himself as to their being Settled Land Act trustees, or as to the existence of a compound settlement. So far as I understand Mr. Wolstenholme's scheme, its complexity is largely due to the supposed necessity of vesting the legal fee simple in settled land in the first tenant for life.

The basis of the new scheme, as will have been seen, is the statutory form of conveyance, and the difficulty is to devise some means of compelling people to adhere to a simple form. We cannot follow the analogy of the Bills of Sale Act, and provide that every conveyance shall be void at law unless it follows the statutory form. That would be intolerable, for it would leave the validity of the conveyance in doubt until it became necessary to sell or otherwise deal with the land. The only alternative seems to be to follow the analogy of the practice with regard to stock, or rather with regard to ships. In the case of ships a simple form of statutory transfer is provided which is not allowed to be departed from unless circumstances make this necessary. In their instructions to registrars of British ships, issued some years ago, and apparently still in force, the Commissioners of Customs say: "The registrars will advise parties interested that, so far as relates to the dealings with, and the title to, ships, no advantage whatever can be gained by the use of longer or more cumbersome instruments. If there are collateral arrangements between the parties, they should be carried into effect by separate instruments." It is believed that there is no practical difficulty in enforcing this injunction. If a similar practice were adopted in the case of land, it would be the duty of the registrar to refuse registration to any conveyance not in the proper form. Registration would be proof that the statutory requirements had been complied with.

But here the analogy of stocks and ships ceases, so far as conveyances are concerned, for it is not proposed that under the new scheme the Land Registry should be a register of title. Registration of title, in the proper sense of the term, implies an official certificate that at a given time a certain person is the owner of a certain piece of land. In the case of all but a small part of the land in England such a certificate would be untrue, or, at the least, incomplete and misleading, as we see whenever a land certificate under a "possessory title" is offered as evidence of the proprietor's title. What the new scheme contemplates is that every piece of land should have its own register, and be identified and indexed by the official plan, and that every conveyance of the absolute ownership should be registered, each conveyance being connected with the one which precedes it. Thus, if A. conveyed to B., the next conveyance would have to be executed by B., or by some person claiming through him by operation of law, or under a registered mortgage. The register, therefore, would be in the nature of a register of assurances, but restricted to assurances of a particular kind and in a particular form. If A. conveyed to B. under the new scheme, and then B. contracted to sell to C., it would be necessary for B. to deliver an abstract of title, including his statutory conveyance from A.

An obvious difficulty should here be referred to. Suppose, immediately the new scheme is put in operation, B. purchases land under conditions which preclude (or have the effect of preventing him) from acquiring the legal estate; strictly speaking, the conveyance to him is not capable of registration, because instruments dealing with equitable estates and interests are as a general rule to be excluded from the register. To meet this difficulty it would be necessary to provide that in the case of first registration a conveyance of land in statutory form should be registered without proof that the grantor was entitled to the legal fee simple.

This suggests another difficulty, for under the provision last suggested a person might register a conveyance to himself, while the legal estate was outstanding in some one who ought to appear on the register as the owner. The only way of dealing with this difficulty, and with contests arising under the Statute of Limitations, is, it seems, to give the aggrieved person the right to obtain an order of the court to rectify the register.

Provision would also have to be made for first registration in cases where the legal estate is outstanding in a mortgagee, or where an owner of land not on the register desires to mortgage it after the scheme has come into operation, but these cases, it is thought, would not present any serious difficulty.

The question of mortgages requires careful consideration. In simple cases there would be no difficulty, for the landowner would have his title deeds, including all registered statutory conveyances, or official copies of them, and he could create an equitable mortgage by

deposit. Again, it would be easy to provide for a statutory form of mortgage which, like the statutory mortgage in the case of ships, would be sufficient for simple cases, while, in important matters, the statutory form could be supplemented by a deed off the register, as is done in the case of ships (see *Encycl. of Forms and Precedents*, vol. xiv., p. 60). But when we get beyond the first mortgage the problem is more difficult. The provision in the Merchant Shipping Act that, where there are several successive mortgages of a ship, a subsequent mortgagee cannot sell without the concurrence of every prior mortgagee, probably applies only to what we conveyancers would call the legal estate in the ship; what the equitable rights of a second mortgagee of a ship may be I do not know. But in the case of land it is necessary to preserve the right of a second mortgagee to sell the equity of redemption free from all claims by subsequent incumbrancers. In the Law Society's Bill of 1897-8 Mr. Wolstenholme gets over this difficulty by including equities of redemption among the statutory "estates" which the Bill allows to be sold so as to give the purchaser a title free from all subordinate equities, but it would be difficult to make this provision fit into the new scheme. Possibly the simplest way out of the difficulty would be to allow only legal mortgages to be registered. Every puisne mortgagee could secure priority by notice or caution, and could sell the land, subject to the prior mortgages, but free from all subsequent incumbrances, in the same way as he can now. If the first mortgagee were paid off, the next incumbrancer could call upon the mortgagor to execute and register a first mortgage in his favour.

In the case of land on the register being mortgaged by registered deed, it is hardly necessary to say that, although for all purposes of his security the legal estate would be vested in the mortgagee, yet the estate of the mortgagor, as appearing on the register, would, on an absolute sale or other disposition by him, be conveyed by registered conveyance in statutory form, as if it were a legal estate.

With reference to your remarks on my suggestion that leases, easements, &c., should not appear on the register except in the form of claims, I should like to explain that the object of this provision is to prevent incomplete or misleading entries from being made on the register. Registration of a lease implies an official recognition of its validity, although in the majority of cases, as we all know, leases are granted without any inquiry into the lessor's title, and are, therefore, not fit subjects of registration.

The new scheme would have the advantage of utilizing the excellent work which has been done by the Registrar and his assistants in the matter of plans. Whatever may be said against the working of the Land Registry from the conveyancing point of view, no fair-minded person can deny that the practice of insisting on accurate plans, and of using them as a means of indexing land, has been carried out by the Land Registry in a manner which is worthy of high praise.

There are numerous points with regard to covenants for title, stamp duties, and other details which require careful consideration, but I fear to trespass further on your space. For the same reason I ask permission to answer Mr. Hogg's letter on some future occasion. If I have unwittingly conveyed (as the wise call it) any of his ideas, I will make a suitable apology.

CHARLES SWEET.

Portrait of the Right Hon. David Lloyd-George, M.P., President of the Board of Trade.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I have taken upon myself to collect subscriptions for the above portrait, to be presented to the Law Society to be hung in its Hall.

Like many of my professional brethren, I am personally strongly opposed to Mr. Lloyd-George in politics; but I think that politics have nothing to do with the matter. The fact that this eminent man has through his very remarkable ability and energy become one of the most important members of the Cabinet is, in my opinion, an honour to the profession. We have already hanging in our Hall the portrait of Sir Henry Fowler, who was the first Solicitor to become a Cabinet Minister. We ought to have that of Mr. Lloyd-George, who is the second, and one who in all probability will, if he lives, be some day Prime Minister. In answer to a communication from me, he has expressed his sense of the honour done him in the proposed presentation of his portrait to the Society, and said that it would give him great pleasure to sit for the purpose.

I beg, therefore, to ask for contributions, and I subjoin a list of those already promised or received, which, I am glad to say, includes more than half the members of the Council, as well as many well-known members of our profession.

It will save time and trouble if solicitors subscribing will kindly send their cheques to me at once. I should add that I only ask for subscriptions from those who, like Mr. Lloyd-George, are members of the Society. It is important to note this, as, unfortunately, there

are many solicitors, even some M.P.s, who ought to belong to the Society, but do not.

I propose, with your permission, to publish in your issue of the 7th prox. a further list of the subscriptions which may be received after the date of this letter, and before the date of the next.

JOHN GRAY HILL,

10, Water-street, Liverpool, Feb. 26.

PORTRAIT OF THE RIGHT HON. LLOYD-GEORGE, M.P.

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Socialism and the Legal Profession.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—“A Socialist Solicitor,” writing from Richmond, refers to the very amusing paper by “E. F. T.” which appeared in your issue of Saturday week as “utterly puerile nonsense” and tells your readers that “it would be advisable to form a clear idea of what Socialist doctrines really are.”

I agree. Let the Philosopher of Richmond tell us what would be the state of our profession under the reign of Socialism. As Jacques says, “Out of these convertites there is much matter to be heard and learned.” Let us hear and learn it from the “Socialist Solicitor,” not in puerile language, but in his own manly words, exact and precise, in terms about which there can be no mistake.

H.

Trustee Remaining Out of the United Kingdom.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—By the Trustee Act, 1893, it is provided that where a trustee, either original or substituted, remains out of the United Kingdom for more than twelve months, then another person may be appointed a trustee in the place of the trustee so remaining out of the United Kingdom.

Does the expression “United Kingdom” in this Act include the Channel Islands?

A trustee left England and for more than twelve months has resided in Guernsey. Is he remaining out of the United Kingdom within the meaning of the Act?

I shall feel obliged to any of your readers who can refer me to authority on this point.

Feb. 25.

A. B.

[See observations under “Current Topics.”—ED. S.J. & W.R.]

The Lord Chief Justice has been ill, but, according to the latest accounts, is better, though still confined to the house.

His Honour Judge Bray, on Tuesday in last week, says the *Times*, said good-bye to the members of the Bar, solicitors, and officials of Birmingham County Court before he left to take up his duties in London. His Honour said the amount of perjury committed was deplorable. It was an old story. Former Judges had complained of it. He wanted to leave it on record that it still prevailed. Owing to the system of long terms of credit which prevailed, the working classes bought things they did not want and had to pay high prices for them, with the result that their debts hung about them for ever. He was of opinion that the power of imprisonment for debt ought not to be abolished. It should be restricted and limited. On behalf of the Bar and solicitors practising in the Court, regret was expressed at his Honour's departure.

New Orders, &c.

The Companies Acts, 1862-1907.

In regard to certified copies and certified translations of documents required by section 35 of the Companies Act, 1907, to be filed with the Registrar, the Board of Trade do hereby prescribe as in manner following, that is to say:—

(1) A certified copy of the Charter, Statutes, or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of a Company in the case of a Company incorporated in a Foreign Country required to be filed with the Registrar under section 35 of the Companies Act, 1907, shall be deemed to be certified as a true copy if in such Foreign Country it is—

(a) duly certified as a true copy by an official of the Government to whose custody the original is committed, the signature or seal of such official being authenticated by any of the British Officials mentioned in section 6 of the Commissioners of Oaths Act, 1889, or in any Act amending the same; or

(b) duly certified as a true copy by a Notary of such Foreign Country, the certificate of the Notary being authenticated by any of the British Officials mentioned in section 6 of the said Act, or in any Act amending the same; or

(c) duly certified as a true copy on oath by some officer of the Company before a person having authority to administer an oath as provided by section 3 of the said Act, the status of the person administering the oath being authenticated by any of the British Officials mentioned in section 6 of the said Act, or in any Act amending the same.

(2) A certified copy of the Charter, Statutes, or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of a Company, in the case of a Company incorporated in the Channel Islands, Isle of Man, or in any Colony, Island, Plantation, or place under the Dominion of His Majesty in Foreign Parts, required to be filed with the Registrar under section 35 aforesaid, shall be deemed to be certified as a true copy if in the Channel Islands, Colony, Island, Plantation, or places under the Dominion of His Majesty, it is

(a) duly certified as a true copy by an official of the Government to whose custody the original is committed;

(b) duly certified as a true copy by a Notary Public of such Colonies, Islands, or places aforesaid;

(c) duly certified as a true copy on oath by some Officer of the Company before some person having authority to administer an oath as provided by section 3 of the Commissioners of Oaths Act, 1889.

(3) In the case of a company in which the Charter, Statutes, or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of the Company is not written in the English language a certified translation thereof required to be filed with the Registrar shall be deemed to be certified as a correct translation if certified to be a correct translation,

(a) when such translation is made out of the United Kingdom by

(1) an official having custody of the original; or

(2) a Notary Public of the country or place where the Company is incorporated,

the signature or seal of the person so certifying where the Company is incorporated in a Foreign Country being authenticated in either case by any of the British Officials mentioned in section 6 of the Commissioners of Oaths Act, 1889, or in any Act amending the same;

(b) where such translation is made within the United Kingdom

(1) in the case of a translation made in regard to a Company whose place of business is established in England, by

(1) a Notary Public in England, or

(2) a Solicitor of the Supreme Court in England.

(2) In the case of a translation made in regard to a Company whose place of business is established in Ireland by

(1) a Notary Public in Ireland, or

(2) a Solicitor of the Supreme Court in Ireland.

(3) In the case of a translation made in regard to a Company whose place of business is established in Scotland, by

(1) a Notary Public in Scotland,

(2) a Writer to the Signet or a Solicitor of the Supreme Court in Scotland.

(4) The Board of Trade may in any particular case, if they think fit to do so, and upon such conditions as they think fit, permit certified copies or translations, though not certified in accordance with the above requirements, to be filed with the Registrar.

H. LLEWELLYN SMITH.

Board of Trade, 18th day of February, 1908.

CASES OF THE WEEK.

House of Lords.

REX v. LOCAL GOVERNMENT BOARD. *Ex parte* STREET. 21st Feb.

LOCAL GOVERNMENT BOARD—APPEAL TO BOARD—LOCAL ACT—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), ss. 268, 269—PORTSMOUTH CORPORATION ACT, 1883 (46 & 47 VICT. c. CCXI.), ss. 16, 31.

Section 31 of the Portsmouth Corporation Act, 1883, which provides that any person aggrieved by any order, determination, or decision of the corporation under the Act may appeal to quarter sessions, or may appeal to the Local Government Board "under the provisions of" section 268 of the Public Health Act, 1875, gives an alternative appeal to the Local Government Board, not in the case of every order, determination, or decision of the corporation, but merely in cases similar to those in which there is an appeal to the Board under section 269 of the Act of 1875—that is, in cases where the corporation are empowered to recover summarily any expenses incurred by them, or to declare such expenses to be private improvement expenses. A rule nisi for a mandamus had been granted directed to the Local Government Board to hear an appeal against a determination of the Portsmouth Corporation disapproving of certain plans.

Held, that the rule which had been made absolute by the Court of Appeal must be discharged, there being no appeal given by section 31 of the local Act to the Local Government Board in this case as the appeal did not come within section 269 of the Act of 1875.

Appeal by the Local Government Board from a decision of the majority of the Court of Appeal (Cozens-Hardy, M.R., and Vaughan Williams, L.J.; Buckley, L.J., dissenting) reversing the decision of the Divisional Court. In this case a rule nisi was granted calling on the Local Government Board to show cause why a writ of mandamus should not issue directed to them to hear and determine an appeal by one J. H. Street (the applicant for the rule) against a determination by the Portsmouth Corporation acting by the council as the urban sanitary authority, disapproving of the plans of certain streets and roads proposed to be constructed in the said borough deposited with the borough engineer by the said J. H. Street and others. The Local Government Board declined to entertain the appeal, on the ground that the right to appeal to them under section 31 of the Portsmouth Corporation Act, 1883, "under the provisions of" section 268 of the Public Health Act, 1875, only existed in certain cases, such as those mentioned in section 268 of the Act of 1875, and that the right to appeal was not given against "any" order of the corporation. The Divisional Court held that the contention of the Local Government Board was right, and discharged the rule. The applicant appealed. The Court of Appeal by a majority held that under the provisions of section 268 of the Public Health Act, 1875, an alternative appeal to the Local Government Board was given in the case of every order or decision of the corporation by the incorporation of the provisions of that section into section 31 of the local Act, and not merely in cases similar to those in which there was an appeal to that board under section 209 of the Act of 1875—i.e., in cases where the corporation were empowered to recover summarily any expenses incurred by them, or to declare such expenses to be private improvement expenses. Accordingly the rule was made absolute. The proceedings in the Court of Appeal are reported 96 L. T. 650, 5 L. G. R. 814. The Local Government Board appealed.

Lord LOREBURN, C., in moving that the appeal should be allowed with costs, said in his opinion the decision of the Divisional Court was right and must be affirmed. The rule made absolute by the Court of Appeal would therefore be discharged.

Lord JAMES of HERFORD, Lord ROBERTSON, and Lord COLLINS concurred. Judgment accordingly—COUNSEL, Sir W. S. Robson, A.G., and Rowlatt; Foote, K.C., and S. H. Emanuel; Macmorran, K.C., and E. B. Charles. SOLICITORS, Sharpe, Parker, & Co.; A. W. Mills; Williamson, Hill, & Co., for Alexander Holland, Portsmouth.

[Reported by ERIK REID, BARRISTER-AT-LAW.]

Court of Appeal.

ARNOLD & BUTLER v. BOTTOMLEY AND ODHAMS (LIM.). No. 1. 20th Feb.

PRACTICE—DISCOVERY—LIBEL—PLEA OF JUSTIFICATION—PARTICULARS—INSPECTION OF PLAINTIFFS' BOOKS.

In an action of libel by stock and share dealers, the words complained of being that they were "wrong ones," the defendant pleaded a justification. In his particulars of the plea of justification he stated that the plaintiffs were not members of the London Stock Exchange, but were concerned in running a "bucket-shop"; and that they did not carry on the ordinary and legitimate business of stock brokers, but were entirely dependent for their profits upon the losses of their customers, to whom they pretended to give independent and unbiased advice as to dealings; and he gave the title of and extracts from a number of pamphlets issued by the plaintiffs in support of his allegations. The defendant then applied for inspection of the plaintiffs' books.

Held, that, as the defendant had not given any specific instances in his particulars, he was not entitled to inspection.

Appeal from an order of Pickford, J., at chambers, reversing an order of the master. The plaintiffs, who were stock and share dealers,

brought an action of libel against the defendants, Horatio Bottomley, who was the editor of a newspaper called *John Bull*, and Odhams (Limited), who were the printers of the newspaper. The alleged libel appeared in the issue of *John Bull* of the 13th of October, 1906, and was as follows:—"Arnold & Butler, Room 187, 124 Holborn, are 'wrong uns'"; the innuendo alleged being that the plaintiffs carried on their business in an improper manner and were fraudulent stock and share dealers, and were persons who could not be trusted in their business dealings. The defendant Bottomley (with whose case alone the appeal was concerned), pleaded a justification. The defendant Bottomley was ordered to give particulars of how and in what respects the plaintiffs were "wrong uns," and he delivered particulars in which he stated that the plaintiffs were not members of the London Stock Exchange, but were concerned in running what was known as a "bucket-shop"; and that the plaintiffs did not carry on the ordinary and legitimate business of stockbrokers, but were entirely dependent for their profits upon the losses made by their customers, to whom they held themselves out and to whom they pretended to give independent and unbiased advice as to dealings; and in those particulars and in further particulars he specified a number of pamphlets issued by the plaintiffs, and gave extracts from them. The defendant applied for inspection of the plaintiffs' books, and the master allowed inspection of the books from the 1st of January, 1906, to the 13th of October, 1906, giving the plaintiffs leave to seal up all names and addresses. Pickford, J., upon the authority of *Yorkshire Provident Life Assurance Co. v. Gilbert* (1895, 2 Q. B. 148), discharged this order. The defendant Bottomley appealed.

THE COURT (VAUGHAN WILLIAMS, FARWELL, and KENNEDY, L.J.J.) having taken time to consider, dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said that the particulars, which were part of the pleading, in substance charged the plaintiffs with being fraudulent dealers in stocks and shares, for whatever uncertainty there might be as to the meaning of the word "bucket-shop," the defendant's counsel, in the course of the argument before them, himself averred that in these particulars the word was used in that sense. As the defendant relied upon fraud, the particulars must allege the fraud distinctly, for general allegations, however strong might be the words in which they were stated, were insufficient even to amount to an averment of fraud of which any court ought to take notice: *Wallingford v. Mutual Society* (5 App. Cas. 685, at p. 697). It was plain that the defendant Bottomley was not entitled to inspection unless and until he had by his particulars stated precisely the facts on which he relied in support of his justification. In his opinion, the defendant had not stated any facts so as to entitle him to any inspection. The defendant must state specific facts in support of his plea. The first paragraphs of the particulars were simply general statements. It might be that the remainder of the particulars, coupled with the second particulars, alleged with sufficient particularity the issue by the plaintiffs of publications which on their face were fraudulent and misleading, but it was obvious that inspection could not be wanted to enable the defendant to prove that part of his case; and it was to his mind obvious that the inspection was only asked for to enable the defendant to fish out from the plaintiffs' books particular instances in order to enable him to support his plea of justification.

FARWELL, L.J., concurred. In an action of libel a defendant who pleaded justification must state the facts on which he relied to prove such justification, and he could obtain discovery only in respect of the facts so stated: *Yorkshire Provident Life Assurance Co. v. Gilbert* (1895, 2 Q. B. 148). The rule in regard to opening settled accounts upon allegations of fraud was different, because the statement of one or more specific instances of fraud would, as a general rule, entitle the plaintiff to full discovery, not limited to the specific cases only: *Williamson v. Barbour* (9 Ch. D. 529), *Waynes Merthyr Co. v. Radford & Co.* (1896, 1 Ch. 29). The defendant here alleged no specific instances, and he required no discovery in respect of his allegations founded on excerpts from the plaintiffs' own pamphlets. The court ought not to unsettle a settled rule of practice by drawing subtle distinctions between the case of *Yorkshire Provident Life Assurance Co. v. Gilbert* and the present case.

KENNEDY, L.J., concurred.—COUNSEL. Dukes, K.C., and Shewell Cooper; F. E. Smith; Herbert Nield. SOLICITORS, A. H. Holmes; H. W. Chatterton.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

PEARCE v. BULLARD, KING, & CO. Joyce, J. 4th, 5th, and 15th Feb.

BANKRUPTCY—SECURED CREDITOR—COMPOSITION WITH CREDITORS—ANNUALMENT OF BANKRUPTCY—PROOF VALUING SECURITY—RIGHT OF DEBTOR TO REDEMPTION AFTER ANNUALMENT OF BANKRUPTCY—PROOF OF SEVERAL DEBTS AND SECURITIES AND OF UNSECURED BALANCE IN A LUMP SUM—CREDITORS' RIGHT TO CONSOLIDATE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), ss. 23 and 168, SCHEDULE II., MR. 9 TO 17—BANKRUPTCY ACT, 1893 (53 & 54 VICT. C. 71).

In cases where a bankruptcy is annulled by the order of the court after approval of a composition scheme under section 23 of the Bankruptcy Act of 1883 the bankrupt's property reverts in him, and he is entitled to redeem any securities which secured creditors may have elected to retain upon proving for the balances of their claims in the bankruptcy. The price of redemption is the value at which the creditor assessed the security in his proof with interest from the date of the

admission of proof. Where creditors in respect of several debts had several securities for such debts, but proved in the bankruptcy for a single balance after deducting the aggregate value of the securities retained by them upon their own assessment, and the trustee merely required the separate values at which the securities were assessed without statement of the several debts or balances of debt in respect of such securities, and admitted proof of the balance as a lump sum and paid a dividend and a composition on such proof.

Held, that after the bankruptcy was annulled the plaintiff was not in the circumstances entitled to pick and choose which of the securities he would redeem, and that the creditors were entitled to consolidate the whole of the securities against the whole sum at which these had been assessed.

Whether the defendants were secured creditors, as holders of vendor's lien, in respect of contracts to sell shares in steamships which had never been transferred to the debtor, *quære*.

Upon the bankruptcy of the plaintiff the defendants were creditors of the plaintiff for various sums amounting to £8,062 14s. 2d., for which they held securities upon real and personal property of the bankrupt, and also claimed vendor's liens for one-sixty-fourth share in each of the steamships *Unfulvi*, *Umtali*, and *Umoreti*, which they had agreed to sell to the plaintiff, but none of which shares had been transferred to the plaintiff. The receiving order was made on the 19th of April, 1899. The defendants, in their affidavit of proof, valued their securities at a lump sum of £3,806 15s., and proved for the balance. The proof was in a usual form, and did not distinguish the debts and securities. By a letter of the 10th of May, 1900, the trustee asked the defendants to state the separate values of their respective securities. The defendants supplied these particulars, but the trustee made no objection to the form of the proof, which he ultimately admitted for £2,691 3s. 2d. as an unsecured debt, after deduction of £1,500 in respect of which the defendants did not now claim. A dividend of 3s. in the £ was paid, and subsequently a composition of a further 9s., making 12s. in the £ in all, was accepted by the creditors and approved by an order of the court of the 6th of March, 1901. The receiving order was rescinded, and all the outstanding estate of the plaintiff was revested in him. The plaintiff now claimed to redeem the three shares in the steamships and to have an account of the profits attributable to these shares.

JOYCE, J., in the course of his judgment, said that in a simple case, if in a bankruptcy under the Act of 1883, a secured creditor, as defined by section 168 of the Act, were to prove subject to rules 9 to 17 in the second schedule of the Act, and then if this creditor under the 11th rule should state in his proof the particulars of his security, and the value at which he assessed it, in that case a dividend would only be paid to him upon the balance after deducting the value of the security. And where the security was so valued, the trustee might at any time redeem it upon payment to the creditor of the assessed value. Then, if consequent upon a scheme for a composition under section 23 of the Act of 1883, and the Act of 1890, after adjudication, a composition were paid on the balance referred to, and if under the same section 23 the bankruptcy were annulled and the property revested in the bankrupt, it would, having regard to *Société Générale de Paris v. Gees* (8 A. C. p. 606), be startling to propose that in the absence of special circumstances or any provision in the scheme or order of the court, the creditor had become an absolute purchaser of the security at its assessed value, and that the debtor had lost all his rights and interests in it. On the other hand, it was contended that the security still remained a security after the order approving the composition and annulling the bankruptcy had been made. The security might have peculiar incidents attached to it, but assuming that no notice had been given under rule 12e of the second schedule of the Act, there was nothing in the Acts or rules, or generally in bankruptcy law, that would have the effect of converting the secured creditor into an absolute purchaser at the assessed value of the subject-matter of the security. In the absence of special circumstances, what was merely a security before the composition remained so afterwards, and the debtor, when his estate was revested in him, became entitled to redeem upon payment of the assessed value with interest from the date of admission of the proof in which the value was assessed and stated. Upon the facts, the learned judge held that defendants as secured creditors had, according to a very common practice, lumped their debts and securities respectively and claimed to prove for the balance. After reduction of their claim for £1,500, about which there was no question now, and the trustee's letter asking for the respective values of the securities, the trustee admitted the defendants' proof, without any separation of the several debts and values of the securities for the same, and he acquiesced in the course adopted by the defendants. Two of the securities undoubtedly were subject to consolidation, but it might be doubted whether the defendants were secured creditors in regard to their vendor's liens on the steamship shares, which had never been transferred to the plaintiff (*Re Burr, Ex parte Clarke*, 67 L. T. 465), but they were so treated with the acquiescence of the trustee. Apart from the circumstances of the case there did not seem any right to consolidate as between the several purchases; at all events, there was no right to consolidate them with the other debts. The plaintiff after six years claimed to redeem any one or more of the securities as he chose, but the contest as to consolidation was dropped, and in the circumstances the order must be that the plaintiff was not entitled to pick and choose, but must redeem all or none. The price of redemption would be the respective values assessed by the defendants in their proof, together with interest from the date of the proof, and giving credit for all profits made on the steamships after that date as the defendants were not accountable as mortgagees in possession as to these. There would be no order as to costs up to the date of judgment.—COUNSEL, Henry Wace; Younger, K.C., and T. L. Wilkinson. SOLICITORS, Loxdale; Robert Greening.

[Reported by A. S. ORR, Barrister-at-Law.]

Appeal from the decision of the county court judge at Watford, who had held that the urban district council were justified in refusing to consent to the Postmaster-General carrying telephone wires along Queen's-road, Watford, unless they were placed underground. In March, 1907, the Postmaster-General, acting under his statutory powers, gave notice to the urban district council that he intended to place overhead telephone wires in Queen's-road, and that the requisite poles or posts would be erected in the pathway to carry the wires. The urban district council refused consent, alleging that it would be inconvenient to have poles erected along the road, and that the system, if supplied, should be laid underground. The action was then brought by the Postmaster-General alleging that it was unreasonable to object to the wires being carried overhead. It was urged that it was the duty of the Postmaster-General to improve and extend the telephone system as much as possible. It would cost six times as much to lay the wires underground as to install an overhead system, and it was argued that if local authorities, without reasonable cause, could refuse to consent to overhead wires the extending of the telephone system would be seriously hampered. On behalf of the urban district council it was argued that it was their duty to oppose the proposal of the Postmaster-General when they were convinced that the erection of poles for overhead wires would obstruct a public thoroughfare.

Sir JAMES WOODHOUSE, who delivered the judgment of the commissioners, said that the cost of putting the wires underground would be £112, whereas if poles were used the cost would be about £17, so that there would be a saving of £95. People had a natural antipathy to posts being put up in the footway, but while he admitted that he shared that feeling, he did not think that was a sufficient ground for the objection taken by the county council against the proposed overhead system. It was admitted that the character of the locality was such that the erection of telephone poles would not depreciate the value of the adjoining house property. The Postmaster-General was charged by Parliament to carry on the telephone service of the country quite as much as he was directed to control the postal service. It was his duty to extend the telephone service wherever he reasonably could. In no country in the world was the difficulty in obtaining wayleaves for telephonic communication so great as in this country. It would be impossible for the Postmaster-General to do his duty unless he was reasonably met. Each case must be decided on its merits. In this case he thought the Postmaster-General was entitled to succeed.

The Hon. A. E. HARDY said he had prepared a judgment, but he so entirely agreed with the judgment delivered that he should not read it.

A. T. LAWRENCE, J., expressed his entire concurrence in the judgment which had been delivered. Appeal allowed.—COUNSEL, *Sir W. S. Robson, A.G., and Casserley; Ernest Moon, K.C., and Courthope-Munroe*. SOLICITORS, *Solicitor to the Post Office; Bower, Cotton, & Co., for Broad & Riggall, Watford.*

[Reported by ESKINE REID, Barrister-at-Law.]

Societies.

Shropshire Law Society.

The thirty-second annual meeting of this society was held in the Society's Rooms, College-hill, on Friday, the 14th inst.

The President, Mr. E. H. Potts, who was in the chair, gave an interesting address, dealing with the subject of solicitors' accounts, and some of the legislation of the past year. Referring to the Public Trustee Act, he expressed approval of a custodian trustee, but considered the Act would prove expensive in working for small estates.

The report of the committee, and the hon. treasurer's account, were received and approved. The report referred to several matters of interest to the profession, and recorded with regret the death of Mr. Edward Hodges, of Newport, a former president of the society.

It was agreed to alter the rules, to provide that one-third of the retiring members of the committee should not be eligible for re-election for one year after retiring. The following officers were elected: President, Mr. W. M. How; vice-president, Mr. J. W. Montford; committee, Mr. S. M. Morris, Mr. J. H. Sprott, Mr. E. N. Salt; hon. treasurer, Mr. H. J. Osborne; hon. secretary and librarian, Mr. R. T. Hughes.

Considerable additions have been made to the library of the society in the past year, and it is now a very valuable one, comprising several hundred text-books and reports.

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION.—JANUARY, 1908.

At the Examination for Honours of candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

JOHN WILLIAM FRASER, who served his clerkship with Mr. Francis William Romney, of Great Malvern.

THOMAS CUTHBERT KEMP, B.A. (Oxon.), who served his clerkship with Messrs. Campbell, Brown, & Ledbrook, of Warwick, and Mr. F. Dorman, of London.

FRED WILSON, who served his clerkship with Mr. N. R. Swarder, of Watford, and Mr. E. W. Reeves, of London.

ALUN EDWARDS DAVIES, who served his clerkship with Mr. H. O. Davies, of the firm of Messrs. R. O. Jones & Davies, of Festiniog, and Messrs. Robbins, Billing, & Co., of London.

SECOND CLASS.

[In Alphabetical Order.]

Francis Pemberton Greener, who served his clerkship with Mr. M. J. Greener, of the firm of Messrs. Corbin, Greener, & Cook, of London.

James Edward Hamer, who served his clerkship with Mr. Robert Godley, of the firm of Messrs. Jackson & Co., of Rochdale, and Messrs. Norris, Allens, & Chapman, of London.

Claud Hewlett, M.A. (Oxon.), who served his clerkship with Mr. H. W. Fovargue, of Eastbourne, and Messrs. Sharpe, Parker, & Co., of London.

Neville Hobson, who served his clerkship with Dr. R. W. Aske, of Hull.

George Finch Hotblack, B.A., LL.B. (Camb.), who served his clerkship with Mr. Sydney Cosens-Hardy, of Norwich, and Messrs. Waterhouse & Co., of London.

Francis George Joseph, B.A. (Oxon.), who served his clerkship with Mr. William Francis Fladgate, of the firm of Messrs. Fladgate & Co., of London.

Edward Barrell Lee, who served his clerkship with Mr. Rokeby Douglas Maddock, of Heywood, and Mr. Edward Burgess Sharpley, of Tynemouth.

Ernest Addison Rigg, B.A. (Dublin), who served his clerkship with Mr. W. H. Druiitt, of the firm of J. & W. H. Druiitt, of Bournemouth, and Mr. T. H. Gardiner, of the firm of Messrs. Long & Gardiner, of London.

Francis Victor Robinson, who served his clerkship with Mr. Sydney J. Ellis, of the firm of Messrs. Camp & Ellis, of Watford.

Francis John Watts, who served his clerkship with Mr. Joseph Watts, of the firm of Messrs. Watts & Sons, Dewsbury.

Herbert Vaughan Whitehead, who served his clerkship with Mr. James Parker Ayers, of London.

THIRD CLASS.

[In Alphabetical Order.]

Cyril Shakespeare Beachcroft, who served his clerkship with Messrs. Beachcroft, Thompson, Hay, & Ledward, of London.

John Burns, who served his clerkship with Mr. Hugh Burns, of Newcastle-upon-Tyne.

Robert Everard Druiitt, who served his clerkship with Mr. Robert Druiitt, of the firm of Messrs. Druiitt & Druiitt, of Christchurch, Hants, and Messrs. Lovell, Son, & Pittfield, of London.

Thomas George Elphinstone, B.A. (Camb.), who served his clerkship with Messrs. Knocker & Knocker, of Dover, and Messrs. Sharpe, Parker, & Co., of London.

Leslie Farnfield, who served his clerkship with Mr. H. E. Farnfield, of the firm of Messrs. J. A. & H. E. Farnfield, of London.

Bartholomew Foskett, who served his clerkship with Mr. Arthur Bastide, of Bournemouth.

Charles Ewart Jeena, who served his clerkship with Mr. William Langley-Smith, of the firm of Messrs. Langley-Smith & Son, of Gloucester.

William Burgess Johnson, who served his clerkship with Mr. William B. Johnson, of Wigan.

William Kentiah, who served his clerkship with Mr. Siward James, of the firm of Messrs. James, Barton & James, of Birmingham.

David Kenvyn Rees, who served his clerkship with Mr. William Richards Davies, of the firm of Davies, Nash, & Co., of Cardiff.

Herbert Stanley Richards, who served his clerkship with Mr. John Warren Briggs, of the firm of Messrs. Burton & Briggs, of Nottingham, and Messrs. Busk, Mellor, & Norris, of London.

Frederick Alan Robinson, who served his clerkship with Messrs. Cobbett, Wheeler, & Cobbett, of Manchester.

Henry William Davies Williams, who served his clerkship with Mr. R. T. P. Williams, of Haverfordwest.

Guy Cooper Willis, who served his clerkship with Mr. Charles Gardner, of the firm of Messrs. Loxley, Elam, & Gardner, of London.

Henry Newcome Wright, who served his clerkship with Mr. Richard Borrough Hopkins, of Leeds.

The Council of the Law Society have accordingly given class certificates and awarded the following prizes of books:

To Mr. Fraser—The Clement's-inn Prize—value about £10; the Daniel Readon Prize—value about 20 guineas; and the John Mackrell Prize—value about £12.

To Mr. Kemp—The Clifford's-inn Prize—value 5 guineas.

To Mr. Wilson—The New-inn Prize—value 5 guineas.

To Mr. Davies—The Law Society's Prize—value 5 guineas.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-nine candidates gave notice for the examination.

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London, Feb. 21st, 1908.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 5th and 6th of February, 1908:

Alexander, Donald Foley	McMillan, Arthur John
Baily, Arthur Alexander Russell	Mason, George William Steel
Barlow, Norman Cecil	Maughan, John
Blumberg, Marco	Mawson, Joseph Landt
Bull, Roland John Howard	Meeson, Claude
Bury, Harold Sterndale Entwisle	Meller, Elliot Adolphus
Cook, Dudley Stafford	Meredith, David Francis
Cooper, John Noel	Miller, Thomas Peacock
Davies, Arrol Ewart	Morris, David William
Deacon, Gerald John Cole	Moss-Blundell, Clarence Edward
Deakin, Charles Joseph John King	Nathan, Harry Louis
Dixey, Arthur Carlyne Niven	Nicholls, George Lawson
Drewett, Richard Blackway	Pawson, James Reginald Ellis
Edells, Sidney Louis	Peters, John
Galen, John Russell	Rees, Richard Wilfred
Glanville, Arthur Gordon	Roberts, James Reginald Howard
Glazier, Philip Mannock	Schofield, John James
Gray, Stanley	Stalker, Jonathan
Harrison, Charles Edward	Strong, Gervase Noel Edward
Herbert, George Angelo	Stryler, Herbert Milton
Horsfall, Edward	Taylor, Frederick Elliston
Hurtley, John James	Taylor, John Burdett Selmes
Johnson, Eric Veevers	Thompson, Charles Audley
Kinsey-Morgan, Edward Cecil	Thorp, Markham Henry
Koski, Harry	Vincent, William Morris
Lamb, Arthur John	Watts, Archibald Wodehouse
Lloyd, Geoffrey Poppleton	Whitehouse, John Hubert
Lloyd, Percy Charles	Wilkinson, Charles
Lloyd, William Royston	Williams, Gomer
McFarlane, James Alexander	Wood, Sydney George

No. of candidates ... 100 Passed ... 60

By order of the Council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, Feb. 21st, 1908.

LAW STUDENTS' DERATING SOCIETY.—Feb. 25.—Chairman, Mr. P. B. Henderson.—The subject for debate was: "That a married woman, whose husband has obtained a decree nisi against her on the ground of adultery with the co-respondent, is entitled to succeed in an action against the co-respondent for damages for breach of a promise (made after the decree nisi) to marry her after the decree should be made absolute, he having broken his promise by marrying another woman." Mr. J. C. P. Blackwell opened in the affirmative, Mr. C. S. Kraus seconded in the affirmative; Mr. D. J. Kennedy opened in the negative, Mr. Tyser seconded in the negative. The following members also spoke: Messrs. Ames, Pleadwell, Smith, Birch, Jameson, Margetts, Croom-Johnson, Cornock. The motion was lost by six votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—Feb. 25.—A debate took place with the Bristol Law Students' Society, who were represented by Messrs. C. A. Chilton, A. H. Crew, and E. W. W. Veale. The chair was taken by Mr. H. Maddocks. The following question was debated: "That this house is in favour of the present Government adopting a scheme for providing Old Age Pensions." The debate was opened by Mr. C. A. Chilton, who was followed by Messrs. F. B. Darling, E. W. W. Veale, and H. V. Argyle. The subject was opposed by Mr. E. H. Clutterbuck, who was supported by Messrs. A. H. Crew and T. H. Bethell. Unfortunately time prevented further argument. After an interesting summing up by the chairman, the question was put to the meeting, and the negative won by 11 to 4. A vote of thanks to the chairman concluded the meeting.

Companies.

The Legal and General Life Assurance Society.

The annual general meeting of the society was held on Tuesday, at the chief office, 10, Fleet-street, Mr. ROMER WILLIAMS, in the absence through indisposition of Mr. R. Pennington, in the chair. In moving the adoption of the report, the chairman referred to the loss the society had suffered during the past year in the deaths of Sir Arthur Kekewich and Mr. William Williams. Sir A. Kekewich was elected auditor in 1871 and director in 1883, and Mr. Williams had been intimately connected with the society for over forty years. Turning to the accounts, the chairman stated that they compared favourably with those of 1906, the closing year of their thirteenth quinquennium. During the year 3,431 policies were issued, as against 3,089 in 1906, and the net sums assured were, in the life department, £2,416,371, as against £2,361,848. The premiums were £122,675, as against £117,124. These figures included the general fund, which last year secured £295,922 net sums assured at premiums of £7,237, as against £219,657 at premiums of £13,126 in 1906. The net premium income had increased by £57,765, and now amounted to £589,224. The consideration money received for annuities had been almost the same in 1907 as in 1906, being £138,496, as against £131,903. On the other hand, interest and dividends had increased from £157,013 to £167,788. The amount received on account of reversions would seem small having regard to the amount

invested in them. Two considerable reversions fell in last year, but had not been taken into account, as no cash had yet been received on account of them. On the other side of the account, the claims caused by 127 deaths amounted to £222,892, as compared with £269,759 caused by 118 deaths in 1906. There were also claims for £6,572 due to matured endowments. The average claim in 1907 worked out at £1,755. It was £2,286 in 1906, and £1,534 in 1905. The actual amount of claims paid last year was less than that in 1906, although the amount of risk was considerably increased. The actual claims considered as a percentage of the death claims provided for by the tables employed in their valuation amounted to only 62½ per cent. of the expectation, as against 84 per cent. in 1906. These figures recalled the very favourable mortality experience of 1905, and were a gratifying commencement of their 14th quinquennium. The surrenders this year amounted to £23,924, as against £14,831 last year. There was a general increase of surrenders in a bonus year, as many policies were kept alive in anticipation of the bonus, when, after the declaration, they were surrendered. The annuities had increased in proportion to the increase of the consideration money received, and now amounted to £86,210, as against £78,455. Naturally the expenses of management were greater owing to the cost of the bonus; they had increased from £41,178 to £46,590, but the ratio of expenses had nevertheless been reduced from 13·4 per cent. to 13·0 per cent. The result of the year's working was an increase of £129,954 in the total funds. The continued fall in convertible securities had had an effect upon the average rate of interest they had been able to earn upon their funds. This, omitting the amount invested in the purchase of reversionary interests, had increased in the year from £4 6s. per cent. to £4 6s. 8d. per cent. The continued depreciation in the money market had placed in their way unusual facilities for the investment of the surplus funds of the society, and the directors had not hesitated to secure permanent investments at a good rate of interest.

His Honour Judge BACON seconded the motion, and it was carried unanimously.

Legal News.

Appointment.

Mr. W. R. D. ADKINS, M.P., barrister-at-law, has been appointed Junior Counsel to the Post Office on the Midland Circuit in succession to Mr. J. J. Parfitt, K.C., who vacated the appointment on being created a King's Counsel recently.

Changes in Partnerships.

Dissolutions.

OLIVER HOWARD SWANN, FRANK HERBERT GREEN, and HENRY HAWORTH HARDMAN, solicitors (Swann, Green, & Hardman), 103, Cannon-street, London, and Heathfield and Hailsham, Sussex. Oct. 1.

ALURED HUMPHREY WILLIAMS and FREDERICK CYRIL BROXHOLOM, solicitors (Williams & Broxholm), Oakley House, 14 to 18, Bloomsbury-street, London. April 7. The said Frederick Cyril Broxholm will continue to carry on the said business alone at the said address and under the same style. [Gazette, Feb. 21.]

SIDNEY BAZALGETTE CARNLEY, and GEOFFREY STANILAND, solicitors (Carnley & Staniland), Alford, Spilsby, Burgh-le-Marsh, and Skegness. Feb. 20. The practice will in future be carried on by the said Sidney Bazalgette Carnley.

JOHN WILLIAM CHANDLER LANGFIELD and WILLIAM GRAHAM-HOOPER, solicitors (Langfield & Graham-Hooper), Brighton. Feb. 21. [Gazette, Feb. 25.]

Information Wanted.

Re THOMAS PETERS, builder, of Great Alle-street, Whitechapel.—Will the solicitor or his successor, who conducted the affairs of the late Thomas Peters, builder, of Great Alle-street, Whitechapel, E., communicate with Mr. T. Evans, 424, Mile End-road.

General.

Mr. Charles M. Sanford, a wealthy lawyer, of Brooklyn, was, says the *Daily Mail's* New York correspondent, shot and dangerously wounded in his office on Tuesday by a woman, named Jennie Blunt. She appeared at an early hour at Mr. Sanford's office, explaining to his clerks that she wished to speak with her lawyer. As soon as Mr. Sanford entered she fired twice, one bullet lodging in a desk, the other in the brain of her victim. The deed accomplished, she rushed into the crowded street, where she was tripped up by a policeman and nearly lynched by a mob.

At the Southwark Coroner's Court, on the 18th inst., Dr. F. J. Waldo, the City Coroner, referred to the Bill now before Parliament to dispense with the compulsory viewing of the body at coroners' inquests. Dr. Waldo regretted the trouble the jury had been put to in walking to the mortuary, which, he said, was unfortunately not a sanitary one, especially in the summer. At present the law said that both coroner and jury had to view the body. He thought it was essential to assist them in following the evidence. The question might arise whether it was necessary, and he had in front of him a Bill to dispense with the compulsion to view the bodies unless the coroner or the majority of the jury thought it necessary. He was of opinion that the viewing of the body should be retained in the public interest. It had a good effect in many cases.

Mr. J. A. Simon, K.C., M.P., will be entertained at dinner at the Great Eastern Hotel, on Friday, March 6, at 7.30, in celebration of his recent appointment as a King's Counsel. The Lord Advocate will preside, and Sir E. Carson, K.C., M.P., will propose the principal toast. The dinner is organised by Mr. Simon's constituents, but is non-political.

A regrettable incident occurred, says the *Daily Mail*, during the luncheon interval in the Lord Chief Justice's Court, on Wednesday, where the Railway and Canal Commissioners were holding an inquiry. A dispute about precedence arose between two King's Counsel, and a violent altercation followed which lasted until the judge and the commissioners re-entered the court. About a dozen K.C.'s represent the various parties objecting to the railways' scheme. These counsel sit in a long row in order of seniority. Between two of them a difference of opinion arose as to where they should respectively sit, it being understood that each objected to the other's choice. Suddenly there were angry words. The two gentlemen were seen standing confronting each other, and those who were near to the disputants declare that several blows were exchanged. The word "cur" was distinctly heard during the argument between the two gentlemen. Sir Robert Finlay hastily walked over to the two advocates, and engaged in conversation with one of them, while Sir Samuel Evans (the Solicitor-General) crossed from the opposite side of the court and spoke to the other. A minute later the judges entered, and the court, which had become excited by the unfortunate dispute, calmly settled down to business.

If the Bill introduced by the Attorney-General for separating the offices of Public Prosecutor and Treasury Solicitor be passed, says a writer to the *Globe*, Parliament will merely restore the old order of things. The office of Public Prosecutor has a very short history. It was not until 1879 that the country possessed the services of the official of whom in these days so much is expected. For five years the office of Director of Public Prosecutions was kept separate from that of Solicitor to the Treasury, Sir John Maule, Q.C., holding the former, and Sir Augustus Stephenson the latter. The two offices were united in 1884, because it was found that the duties belonging to them overlapped. Now, as a result of the great increase in the work of the Public Prosecutor, it is thought desirable that they should again be separated. The Public Prosecutor has often been criticised by persons who have not understood the limitations of his powers. The new Bill provides that he may take action "in cases which appear to him to be of sufficient importance or difficulty, or which from any other reason require his intervention." The Bill contemplates, indeed, a considerable addition to the work of the office, for it also provides for the appointment of Assistant-Directors. No person is to be qualified for the office of Public Prosecutor unless he is a barrister or solicitor of not less than ten years' standing. The Earl of Desart, the present occupant of the office, brings a rich store of experience to the performance of his duties. He is a barrister of thirty-five years' standing.

An action which was tried at the Manchester Assizes on Wednesday and Thursday in last week was brought against Messrs. Fielding & Fernihough, solicitors, of Bolton, by Mrs. Elizabeth Johnson, who for some time was tenant of the Lion's Paw Hotel, Bolton, and claimed damages for injury alleged to have been caused by conduct on the part of the defendants in their capacity as solicitors. In their statement of defence Messrs. Fielding & Fernihough denied negligence, asserted that they exercised care and skill, and denied that the plaintiff had suffered any damage. The action arose out of negotiations for the purchase, by the Bolton Corporation, of the public-house. After a lengthened trial the jury intimated that there was no case against the defendants. The Judge (Mr. Justice Pickford) said: "I entirely agree with you. I have been of that opinion for a long time, but I thought I would not take the case from you. This is a most unfortunate incident—most unfortunate—and is based on an absolutely unfounded allegation of negligence against a gentleman in a good position, who has done, so far as I can see, and in the jury's opinion, absolutely the best for his client, and has, indeed, got more than she was entitled to. Legally she was entitled to nothing; she might have received a tenancy from the Bolton Corporation without him, but she would certainly not have got the £50 compensation from Lord Bradford without him. Either by her own wrongheadedness or some other reason, she has lost the £50, which has gone to her present solicitor, I suppose, for the costs of the action, and she will have the whole of the costs of this action to pay. If it is her own wrongheadedness, she has only herself to blame; if she has been advised, it has been bad advice." His lordship entered judgment for the defendants with costs, and granted a certificate for a special jury.

Lord Justice Vaughan Williams, says the *Daily Telegraph*, administered a gentle rebuke to the Bar, in the Appeal Court, on Monday. Amongst the cases in the list was *Larson v. Sylvester & Co.*, the plaintiff being the appellant. Mr. McKinnon, junior counsel for the respondents, intimated that he had just received a message from Mr. Hamilton, K.C., and Mr. Soruton, K.C., who were leading counsel for the appellant and the respondents, respectively, stating that they were both engaged before the Privy Council, and requesting that the hearing of the case might be postponed till next Monday. Lord Justice Vaughan Williams: I do not think this is a convenient principle to act on. The whole conduct of the Bar is framed on the basis that in cases of importance you must have a leader and a junior. Here there is no inequality: neither leader is able to come. Why should we not hear the case to-day? Mr. Jenkins, K.C., who appeared in the next case in the list, said he had been waiting three days, and was prepared to go on with his case. Lord Justice Vaughan Williams: As you have been kept a long time, we will agree to take your case, but I do protest against this stagnation and utter absence of real current in the business of the Bar. It is not good for either the litigant, the Bar, or the judge. It makes the business of the Court much more difficult, and, as far as clients are con-

cerned, every delay costs some money. Mr. Jenkins: After your lordship's expression of opinion I will always tell my clients that they had better go on with the juniors in the event of the leader's absence. Lord Justice Farwell: The leader's absence is the junior's opportunity. The Court allowed the postponement of the case of *Larson v. Sylvester & Co.*, and Lord Justice Vaughan Williams said Mr. Jenkins's case might proceed, the Court being very glad to be able to end the sufferings of all concerned in it.

Court Papers.

Supreme Court of Judicature.

NOTA OF REGISTRARS IN ATTENDANCE ON			
Date.	EMERGENCY	APPEAL COURT	Mr. Justice
	ROYAL	No. 2	JOYCE.
Monday, March ...	2 Mr. Synges	Mr. Broom	Mr. Theod.
Tuesday	3 Farmer	Borror	Goldschmidt
Wednesday	4 Goldschmidt	Broom	Theod.
Thursday	5 Leach	Borror	Goldschmidt
Friday	6 Greenwell	Broom	Theod.
Saturday	7 Broom	Borror	Goldschmidt
Date.	Mr. Justice	Mr. Justice	Mr. Justice
	WARRINGTON.	NAVILL.	PAKKE.
Monday, March ...	2 Mr. Farmer	Mr. Leach	Mr. Goldschmidt
Tuesday	3 Beal	Greenwell	Synges
Wednesday	4 Farmer	Leach	Beal
Thursday	5 Beal	Greenwell	Synges
Friday	6 Farmer	Leach	Borror
Saturday	7 Beal	Greenwell	Synges

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 21.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ANGLO-ARGENTINE SHIPPING CO., LIMITED—Peta for winding up, presented Feb 21, directed to be heard March 3, Cattarins & Co, Leadhall st, petners solers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2.

BRITANNIA STAMING CO., LIMITED—Peta for winding up, presented Feb 17, directed to be heard March 3, Byrnes & Sons, Finsbury prmt, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2.

BRITISH-AMERICAN MACHINERY CO., LIMITED—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts or claims, to Albert Leopold Morgan, 36, Featherstone st, liquidator.

BROUGHT MOTOR CO OF GREAT BRITAIN, LIMITED—Peta for winding up, presented Feb 6, directed to be heard March 3, Brown & Co, Pannas in, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2.

CYCLOPAID ENGINE CO., LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Sinclair Drummond, 33, St Mary Axe. Paines & Co, 84 Helen's pl, solers to liquidator.

GRANVILLE CLUB SYNDICATE, LIMITED—Peta for winding up, presented Feb 14, directed to be heard March 3, Feeny, Feenichurch st, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2.

J. J. STOCKALL & SONS, LIMITED (in Liquidation)—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to A. W. Byrne, 2, Gresham bldgs. Maddison & Co, Old Jewry, solers for liquidator.

J. B. SMITH DRUG & CO., LIMITED—Creditors are required, on or before Feb 29, to send their names and addresses, and particulars of their debts or claims, to George Claridge Druce and Norman Frank Druce, Phoenix Distillery, Cephass st, Mile End.

KILNITE CO., LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to David Livingstone Honeyman, 15, St Swin's ln. Jacksons & Co, Coleman st, solers for liquidator.

LONDON AND DRYERS MIXING CORPORATION, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to William George Blakemore, 8, Old Jewry, liquidator.

MINES AND SUTHERLAND, LIMITED—Creditors are required, on or before March 13, to send their names and addresses, and particulars of their debts or claims, to H. Skeels, 36, Leadhall bldgs, Gracechurch st, liquidator.

SHOWS CO., LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Fred Vaughan, Cleveland bldgs, 94, Market st, Manchester. Dunderdale, Manchester, solers for liquidator.

SIR JAMES LAING & SONS, LIMITED—Peta for winding up, presented Feb 21, directed to be heard March 3, Cattarins & Co, Leadhall st, petners solers. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 2.

SUBMARINE ENTERTAINMENTS SYNDICATE, LIMITED—Creditors are required, on or before March 29, to send their names and addresses, and the particulars of their debts or claims, to Stanley Howard Bersey, 6, Holborn viaduct, liquidator.

TAIRNERS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Franklin Thomason, 24 and 25, Boulevard st. Sharpe & Co, New st, Carey st, solers to liquidator.

London Gazette.—TUESDAY, Feb. 25.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BATH VALS MILL CO., LIMITED—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts or claims, to George Alfred Marriott, 9, Albert sq, Manchester. Leigh, Manchester, solers for liquidator.

E. A. COOKER & CO., LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts and claims, to Mr. G. H. Tyler, Newton chambers, 43, Cannon st, Birmingham, liquidator.

EARLE, LIMITED—Creditors are required, on or before April 6, to send in their names and addresses, and the particulars of their debts or claims, to Ernest William Buckley, Victoria chambers, Bowdley ln, Hull, liquidator.

GEORGE INGRAM MUIRHEAD, LIMITED—Peta for winding up, presented Feb 14, directed to be heard March 6, Fisher & Hodges, Newport, for Grange & Winttingham, 64 Grimby, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 5.

MOTOR TRACTION CO., 1905, LIMITED—Creditors are required, on or before March 31, to send in their names and addresses, and the particulars of their debts or claims, to Harry Gulliver, 14, St Winchester st, liquidator.

PROVIDENT CO-OPERATIVE SOCIETY, LIMITED (Blasman Festinog)—Peta for winding up, presented Feb 20, directed to be heard at the County Police bldgs, Blasman Festinog, March 5, at 10. Broese & Co, Portmadoc, for Jones-Lloyd, Barry, solers for petners. The address in London is at the office of Messrs McMill & Sharpe, 40, Chancery ln. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 3.

RELIANCE BRASS AND IRON FOUNDRY CO., LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts and claims, to Mr G. H. Tyler, Newton Chambers, 43, Cannon st., Birmingham, liquidator.

R. M. C. SYDNEY, LIMITED—Petition for winding up, presented Feb 21, directed to be heard March 10. Ward & Co., Gracechurch st., solicitors for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 9.

THOMAS McNAUGHT & CO., LIMITED—Creditors are required, on or before April 7, to send their names and addresses, and the particulars of their debts or claims, to Ernest William Edward Nuttall, Fountain Chambers, Fountain st., Halifax. Riley, Halifax, solicitor to liquidator.

"USULA BRIGHT" STEAMSHIP CO., LIMITED (in Liquidation)—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Mr Henry Turtan, 44, Leadenhall st., Bottrell & Roche, St Mary axe, solicitors to liquidator.

The Property Mart.

Sales of the Ensuing Week.

March 2.—Messrs. **WEATHERALL & GREEN**, at the Mart, at 2: Freshold Ground-rents (see advertisement, Feb. 22, back page).

March 3, 4, and 5.—Messrs. **R. W. MANN & SON**, at 31, Belgrave-square, at 1: The Furniture, &c., of the above mansion (see advertisement, page v., this week).

March 5.—Messrs. **H. E. FOSTER & CRAWFORD**, at the Mart, at 2: Reversions, Life Interests, and Life Policies (see advertisement, page v., this week).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 21.

AMOS, JANE, Southend on Sea April 1 Houghton & Son, Finsbury pavement

BERRY, WILLIAM JOSEPH MELBOURNE, Southampton March 18 Emanuel & Emanuel, Southampton

BRAVEY, JAMES, HOVE, SUSSEX, JP, DL March 30 A F Church & Son, Fenchurch st

CATLOW, JOHN, MORECAMBE March 25 Southern & Co, Burnley

CHILDS, JAMES, Hertford Heath, Little Amwell, Herts, Licensed Victualler April 8 Swarder & Loegmore, Hertford

CRAGO, GEORGE THOMAS, SUTHERLAND RD, PARK LN, TOTTENHAM March 18 Rubinstein & Co, Raymond bldgs, Gray's inn

CUPPER, JOSEPH, NORTHAMPTON April 15 Arnold, Carey st, Lincoln's inn

DRAPER, ROWLAND JOSEPH, HUMSLY, LEEDS, SMITH'S STRIKER March 23 Granger & Co, Leeds

EADES, MARY SARAH, FERRY RD, PADDINGTON April 1 Leathley & Willes, Lincoln's inn fields

PAULKNER, ROBERT, CROOKHAM, HANTS March 4 Prall, St John's hill

FLITCHER, WILLIAM, CADOGAN ST, CHELSEA, BUILDER March 31 Seattle & Morrison, Victoria st, Westminster

FORD, MATILDA SURREIDGE, EARLS COURT RD, BOARDING HOUSE PROPRIETRESS March 16 Tippetts, Earls Court rd

FORREST, GEORGINA, GUERTNEY March 17 Malkin & Co, Martins ln

FURNESS, WILLIAM, NOTTINGHAM, FIG DEALER March 14 Wells & Hind, Nottingham

GILKES, JOSEPH, DALLINGTON, NORTHAMPTON, BAKER March 23 Dennis & Faulkners, Northampton

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 21.

RECEIVING ORDERS.

AUBREY, MARY, KINGSTON UPON HULL, FANCY STATIONER Kingston upon Hull Pet Feb 18 Ord Feb 18

BAKERT, ALFRED THOMAS, SKELTY, NR SWANSEA, GROCER Swansea Pet Feb 17 Ord Feb 17

BAGGOTT, WALTER VICKERY, MERTHYR TYDFIL, BUTCHER MERTHYR TYDFIL Pet Feb 18 Ord Feb 18

CARTER, ALBERT EDWARD, WIMBLEDON, CHAUFFEUR KINGSTON Pet Dec 9 Ord Feb 18

CATTY, LIEUT CHARLES HAMILTON STACEY, LIME, HAMPSHIRE High Court Pet Jan 21 Ord Feb 17

COBBETT, WILLIAM HENRY, OSWICK, YORKS, GREENGROCER Dewsbury Pet Feb 17 Ord Feb 17

COHEN, LEWIS, MERTHYR TYDFIL, PICTURE FRAMER MERTHYR TYDFIL Pet Feb 17 Ord Feb 17

COHEN, PHILIP, HXOTON ST, DRAPER High Court Pet Feb 17 Ord Feb 17

CRAWFORD, JOHN GEORGE, BISHOPSTON, BRISTOL, STATIONER Bristol Pet Feb 19 Ord Feb 19

CREWE, WILLIAM CHARLES, BURSLEM, STAFFS, FOREMAN CUTTER Hanley Pet Feb 18 Ord Feb 18

CROFT, JOHN PAGE, MOSELEY, WORCESTER, TEA MERCHANT Birmingham Pet Nov 12 Ord Feb 17

DAVIES, DAVID, PENARTH, GLAM, BAPTIST MINISTER Bristol Pet Jan 30 Ord Feb 17

DICKINGS, JOHN THOMAS, STRATFORD ST MARY, SUFFOLK, LICENSED VICTUALLER Ipswich Pet Feb 18 Ord Feb 18

DOUG, ALFRED, Gt GRIMSBY, PAINTER Gt Grimsby Pet Feb 17 Ord Feb 17

DUMMER, FREDERICK JAMES, SOUTHSEA, HANTS, GENERAL DEALER Portsmouth Pet Feb 19 Ord Feb 19

DURKIN, JOHN JOSEPH, WIGAN, LICENSED VICTUALLER Wigan Pet Feb 13 Ord Feb 17

FITCH-HATTON, CLIFFORD, LEICESTER, CLERK Leicester Pet Feb 19 Ord Feb 19

FOWLER, THOMAS, CHELTENHAM, COAL MERCHANT Cheltenham Pet Feb 18 Ord Feb 18

FOXALL, DAVID, AND WILLIAM FOXALL, LYC, WORCESTER, TRUNK MANUFACTURERS Stourbridge Pet Feb 17 Ord Feb 17

FRERSTON, EDWARD, WORKSOP, NOTTS, BAKER Sheffield Pet Feb 18 Ord Feb 17

GLOVER, ARTHUR MOODY, MOUNTSTREET, LEICESTER, CYCLE AGENT Leicester Pet Feb 19 Ord Feb 19

GRIVITT, RICHARD DAVID, ABERDARE, GLAM, GROCER Aberdare Pet Feb 17 Ord Feb 17

HANKE, JAMES WILLIAM, THORNTONWOOD, NOTTINGHAM, CONTRACTOR Nottingham Pet Feb 18 Ord Feb 18

HARDY, CHARLES, LLANBRADACH, GLAM, ASSISTANT TIMBERMAN Pontypridd Pet Feb 18 Ord Feb 18

HARRISON, RICHARD WATSON, HOLLIWOOD, OLDHAM, SOAP MANUFACTURER Oldham Pet Feb 4 Ord Feb 19

HOPPER, ALFRED RICHARD BARRY, MIDDLEBROUGH, GROCER Middlebrough Pet Feb 5 Ord Feb 14

HOSKING, WILLIAM, SKELTY, NR SWANSEA, BUILDER Swansea Pet Feb 17 Ord Feb 17

HUNT, HENRY TOM, BOSCOMBE, BOURNEMOUTH, LODGING HOUSE KEEPER Poole Pet Feb 17 Ord Feb 17

IMBRY, JOHN, HALIFAX, WORSTED COATING MANUFACTURER Halifax Pet Feb 7 Ord Feb 18

JOHNSON, HENRY ISAAC HAINES, Gt YARMOUTH, Gt YARMOUTH Pet Feb 18 Ord Feb 18

JONES, WILLIAM CHARLES, ABERYSTWYTH, CARDIGAN, ANTIQUE FURNITURE DEALER Aberystwyth Pet Feb 17 Ord Feb 17

LAWLESS, HARRIS, ANHURST RD, HACKNEY, MERCHANT High Court Pet Jan 20 Ord Feb 19

LEE, HENRY JAMES, ST LEONARD ST, BROMLEY BY BOW, BEER RETAILER High Court Pet Feb 18 Ord Feb 10

LUCAE, ROBERT WILLIAM, KINGSTON UPON HULL, CONFECTONER Kingston upon Hull Pet Feb 18 Ord Feb 18

MACDONALD, J R, SARACEN HEAD BLDGS, SNOW HILL, TIMBER MERCHANT High Court Pet Jan 10 Ord Feb 19

MATTHEWS, JAMES, DERBY, GROCER Derby Pet Feb 18 Ord Feb 18

MOORE, JOHN WILLIAM, KEW GDNS, WANDSWORTH Pet Feb 19 Ord Feb 19

PRICE, JOHN, ABERCROM, MON, BAKER Newport, Mon Pet Feb 18 Ord Feb 18

PURBLOVE, WILLIAM THOMAS, BUXTON, SUSSEX, GROCER Lewes Pet Feb 18 Ord Feb 18

RANDALL, EDITH MARY, RICKINGHILL SUPERIOR, SUFFOLK, SCHOOLMISTRESS Ipswich Pet Feb 18 Ord Feb 18

RICE, F A BRANT, BLACKHEATH, KENT, AUTHOR Greenwich Pet Oct 17 Ord Jan 28

RODLAKE, GEORGE HENRY BRITAIN, LORDSHIP LN, EAST DULWICH, MERCANTILE CLERK High Court Pet Feb 18 Ord Feb 18

ROFFEY, ALFRED, SMALL HEATH, BIRMINGHAM, GROCER Birmingham Pet Feb 18 Ord Feb 18

SIRE, EDWARD JOSEPH ARTHUR, SANDWICH, SCHOOLMASTER Canterbury Pet Feb 17 Ord Feb 17

SPRAGGS, ALBERT ARTHUR, AND FRANCES HUNTER RITCHIE, STATION RD, FOREST GATE, BUILDERS High Court Pet Feb 12 Ord Feb 18

THOMAS, JAMES, GRAIG, PONTYPRIDD, COLLIER Pontypridd Pet Feb 18 Ord Feb 19

TOSSWILL, JOHN BRIDGEMAN, KIDDERMINSTER, WORCESTER Kidderminster Pet Feb 19 Ord Feb 19

WATTS, WILLIAM CHARLES, BEDFORD, WARWICK, BUILDER Coventry Pet Feb 19 Ord Feb 19

GILLIE, JAMES FRANCOIS, BERWICK UPON TWEED, MERCHANT March 28 Sanderson & Weatherhead, Berwick on Tweed

GOUGH, WILLIAM ROBERT, SHREWSBURY, LICENSED VICTUALLER March 25 Corser & Son, Shrewsbury

GOUGH, WILLIAM SAMUEL, SHREWSBURY, INNKEEPER'S ASSISTANT March 25 Corser & Son, Shrewsbury

GOWER, JOSHUA ROBERT, TUNBRIDGE WELLS April 3 Gower, Tunbridge Wells

GRAY, ELIZA MARIA, EASTBOURNE March 28 Deacon & Co, Gt St Helen's Hall, John, Chelwyn Hay, Staffs March 18 May & Court, Wolverhampton

HALL, WILLIAM FAIRBAIN, HASWELL, DURHAM, MINING ENGINEER March 31 Ryott & Swan, Newcastle upon Tyne

HANCOCK, GEORGE FRANCIS, LEOMINSTER, COAL MERCHANT March 7 Goaling, Leominster

HARDING, FANNY, OLDHAM March 23 Bradbury, Oldham

HARDING, WILLIAM, OLDHAM March 23 Bradbury, Oldham

HODGE, JAMES, GREENHEADS, MANCHESTER March 17 Hall & Co, Manchester

HODGES, WILLIAM, CHELTENHAM March 17 Martin & Martin, Reading

HOLBROOK, ARTHUR JOSEPH, HOVE, SUSSEX March 24 Stringer, Brighton

HUMBLE, REV JOHN RALPH, CAMBRIDGE, GDNS, NORTH KENSINGTON March 30 Greenfield & Cracknell, Lancaster pl, Strand

HUME, DAVID EDWARD, KINGSTON UPON HULL March 21 Woodhouse & Chambers, Hull

INGRAM, ALFRED, IPSWICH, GROCER March 15 Marshall, Ipswich

JONES, ELIZABETH, ERY SURAN, DOLBENMAEN March 27 Brees & Co, Portmadoc

KING, ANN, DURHAM TER, WESTBOURNE GDNS April 25 Keen & Co, Carter in

LATYNG, GEORGE FREESTONE, NEWMARKET, CORN MERCHANT March 11 Bessall & Sons, Newmarket

LOMBARD, MAJOR GRAVES CHAMNEY SWAN, WORCESTER PARK, SURREY March 30 Richardson & Sadlers, Golden sq

MACKAY, EDWARD, NORTH SHIELDS, ENGINEER Feb 29 Bainbridge, Morpeth

MADDOX, WILLIAM HENRY, CROSLAND RD, KENTISH TOWN, ACCOUNTANT March 23 Howard & Son, Gray's inn sq

MILNER, WILLIAM, GRIMSTON, DUNNINGTON, YORKS, FARMER March 31 W & K E T Wilkinson, York

MORRIS, DEMETRIUS, ASHMORE RD, PADDINGTON March 20 Potter & Co, Kilburn

MORRISON, REV WILLIAM WILSON, GREATHAM VICARAGE, DURHAM March 28 Layne, Newcastle upon Tyne

NEWGATE, LEUT GEN SIR HENRY RICHARD LEOE, WARWICK March 25 Lowe & Co, Temple gdns

PALMER, SOPHIA JANE, BERTOW, SOMERSET March 17 Board & Stilling, Burnham, Somerset

PRACOCK, WILLIAM, GIPSY HILL March 17 Sayle & Co, Queen Victoria st

POTTER, EDWARD, BERKHAMSTED, DECORATOR March 31 Tuppen, Bedford row

PARTON, SAMUEL ASHTON, WEYMOUTH March 31 Andrews & Co, Weymouth

RIDGWAY, ELIZABETH, WOOLLEY, CHESTER April 4 Leigh, Manchester

ROBERTS, HUMPHREY, QUEEN'S GATE PL March 31 Field & Co, Liverpool

ROBERTSON, ALEXANDER WILLIAM, CHARLTON, KENT, MASTER MARINER April 30 Duke, Greenwich st

RUSTON, FREDERICK WILLIAM, CHATFIELD, CAMBS, FARMER March 31 Rushton, Chatteris

SALLABANE, ERNEST PATRICK, WOKING, HAIRDRESSER March 31 Cohen & Dunn, Draper's gdns

SANTORINACU, VENIZILO GEORGE, SMYRNA March 21 Harston & Bennett, Bishopsgate Within

SHAW, ELLEN ELIZABETH, PARK LN March 31 Simey & Cook, Serjeants' inn, Fleet st

SLER, JOHN, BARTON IN FURNESS, FAWBROKER March 30 Poole & Son, Barton in Furness

SPARK, JOHN GEORGE, TRIMDON GRANGE, DURHAM, CABINET MAKER March 31 Mawson, Durham

STEWART, JANE, BLACKPOOL March 21 Welford, Manchester

SUTTON, EDWARD NAYLER, BROOKHOLME, NR SKILBY, LINES March 31 Hebb & Sills, Lincoln

UTLEY, ELIZABETH FIELDS, ALEXANDRA RD March 1 Bulman, Leicester

WESTMACOTT, ELIZABETH, CLEVELAND, SOMERSET April 4 O'Donoghue & Forbes, Bristol

WHITE, ANDREW, TODDILL WILSON, NORTHUMBERLAND, FARMER March 31 Wilkinson & Marshall, Newcastle upon Tyne

WILSON, FREDERICK JOHN, ALBANY ST March 29 Yates, Chancery ln

WILSON, WILLIAM REGINALD, AND WILLIAM MEAL, OULTON Broad, Suffolk, Builders Gt Yarmouth Pet Feb 18 Ord Feb 18

Amended notice substituted for that published in the London Gazette of Feb 14:

ELLEN, ARTHUR GRAHAM, DERBY, DECORATOR Derby Pet Jan 28 Ord Feb 10

FIRST MEETINGS.

APPLEWHITE, GEORGE, AUBOURN, LINES, FARMER Feb 29 at 12 Off Rec, 31, Silver st, Lincoln

ATHERTON, ERNEST BROOK, Gt YARMOUTH, PLUMBER Feb 29 at 12 Off Rec, 8, King st, Norwich

ATKINSON, WILLIAM, GILLING WOOD, NR RICHMOND, YORKS, GROCER March 3 at 11 Off Rec, 8, Albert rd, Middlebrough

BAKER, WALTER VICKERY, MERTHYR TYDFIL, BUTCHER March 3 at 11.30 Off Rec, County Court, Town hall, Merthyr Tydfil

BARNES, RICHARD, REDDISH, LANCs, GREENGROCER March 3 at 11.30 Off Rec, Castle chambers, 6, Vernon st, Stockport

BRITTON, ARTHUR WILLIAM, OAKENSHAW, DURHAM, COLLIERY OVERMAN March 4 at 3 Off Rec, 3, Manor pl, Sunderland

BURCH, ARTHUR, BEDFORD, BUILDER Feb 29 at 11.30 Lion Hotel, High st, Bedford

CATTY, LIEUT CHARLES HAMILTON STACEY, LIME, HANTS March 2 at 11 Bankruptcy bldgs, Carey st

COHEN, LEWIS, MERTHYR TYDFIL, PICTURE FRAMER March 3 at 11 Off Rec, County Court, Townhall, Merthyr Tydfil

COHEN, PHILIP, HXOTON ST, DRAPER March 3 at 1 Bankruptcy bldgs, Carey st

CURTIS, WILLIAM, LIDDINGTON, RUTLAND, SADDLER March 4 at 12 Off Rec, 1, Berdridge st, Leicester

DICKINGS, JOHN THOMAS, STRATFORD ST MARY, SUFFOLK, LICENSED VICTUALLER Feb 29 at 11.45 Off Rec, 36, Princess st, Ipswich

DURKIN, JOHN JOSEPH, WIGAN, LICENSED VICTUALLER March 2 at 3 19, Exchange st, Bolton

EDWARDS, SAMUEL, Gt YARMOUTH, GENERAL SHOP KEEPER Feb 29 at 12.45 Off Rec, 8, King st, Norwich

FOWLER, THOMAS, CHELTENHAM, COAL MERCHANT Feb 29 at 8.45 County Court bldgs, Cheltenham

GIBSON, BERNARD AUGUSTINE, SWINDON, GROCER March 3 at 11.30 Off Rec, 36, Regent circus, Swindon

GIBSON, HENRY, Gt GRIMSBY, REFRESHMENT HOUSE KEEPER March 3 at 11.30 Off Rec, 36, Mary's chambers, Gt Grimsby

GRIVITT, HARRY, NEW MILLS, DERBY, LICENSED VICTUALLER March 3 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport

GRYFFITHS, RICHARD DAVID, Aberdare, Glam, Grocer March 3 at 2.30 Off Rec, Post Office chmbrs, Pontypridd
GUSH, GERALD FRANK, Brighton, Dairyman March 12 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton
HARDY, CHARLES, Llanbadrach, Glam, Assistant Timberman March 3 at 3 Off Rec, Post Office chmbrs, Pontypridd
HOSKINS, WILLIAM, Sketty, nr Swansea, Builder March 3 at 12 Off Rec, 31, Alexandra rd, Swansea
HURT, HENRY TOM, Boscombe, Bournemouth, Lodging house keeper March 2 at 2.30 Messrs Curtis & son, 105, Old Christchurch rd, Bournemouth
JERRY, JOHN, Haulux, Worstod Coasting Manufacturer March 4 at 10.45 County Court House, Prescott st, Halifax
JACKSON, WALTER, Fallowfield, Manchester, Manufacturer Feb 29 at 11 Off Rec, Hydon st, Manchester
JAMES, SIMON S, Bagelagh av, Haringham, Fulham March 3 at 11 Bankruptcy bldgs, Carey st
JEWELL, CHARLES HENRY, Wimborne, Dorset, Boot Dealer March 2 at 3 Messrs Curtis & Son, 105, Old Christchurch rd
JONES, WILLIAM HENRY, Bargoed, Glam, Newagent March 3 at 10.30 Off Rec, County Court, Town hall, Merthyr Tydfil
LEE, HENRY JAMES, St Leonard's st, Bromley by Bow, Beer Retailer March 3 at 12 Bankruptcy bldgs, Carey st
LEWIS, FREDERICK, Calce, Wilts, Fork Butcher's Assistant March 3 at 11 Off Rec, 39, Regent st, Swindon
LOCAS, ROBERT WILLIAM, Kingston upon Hull, Confectioner Feb 29 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
MCCABE, RALPH & Co, Turnham Green ter March 2 at 12 14, Bedford row
MYRHO, WILLIAM, Wolverhampton, Builder March 3 at 11.30 Off Rec, Wolverhampton
PALFARMAN, JOSEPH MERVYN, Howden, Yorks, Butcher Feb 29 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull
RANDALL, EDITH MARY, Rickinghall Superior, Suffolk, Schoolmistress March 29 at 2 Off Rec, 39, Princes st, Ipswich
ROGULSKI, GEORGE HENRY BRITAIN, Lordship ln, East Dulwich, Mercantile Clerk March 2 at 12 Bankruptcy bldgs, Carey st
SHIELDS, WILLIAM SPOONER, Liverpool March 2 at 2.30 Off Rec, 30 Victoria st, Liverpool
SMITH EDWARD, Kingsdown av, West Ealing, Outfitter March 3 at 5 14 Bedford row
SMITH, CHARLES, Gt Grimsby, Painter March 3 at 11 Off Rec, at Mary's chmbrs, Gt Grimsby
SPRAGGS, ALBERT ARTHUR, and FRANCIS HUNTER RITCHIE, Station rd, Forest Gate, Essex, Builders' Merchants March 2 at 11 Bankruptcy bldgs, Carey st
STAFFORD, CHARLES, Bredbury, Cheshire, Yeast Dealer March 3 at 12 Off Rec, Castle chmbrs, 6, Vernon st, Stockport
THOMAS JOSEPH, Graig, Pontypridd, Collier March 3 at 3.15 Off Rec, Post Office chmbrs, Pontypridd
TIE, FRED, WALTER, Holton Hoegaate, Lincs, Miller March 4 at 2.15 Off Rec, 4 and 6, West st, Boston
WASHINGTON, SARAH, Shillington, Warborough, Oxford, Grocer Feb 29 at 12 15 St Aldates, Oxford
WILLIAMS, OWEN, Bangor, Carnarvon, Butcher March 2 at 2.30 British Hotel, Bangor
WRIGHT, CHARLES ALBERT, Gt Cornard, Suffolk, Commission Agent Feb 29 at 12.15 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

APPLEWHITE, GEORGE, Ambourn, Lincs, Farmer Lincoln Pet Feb 15 Ord Feb 15
AUBERT, MARY, Kingston upon Hull, Fancy Stationer Kingston upon Hull Pet Feb 15 Ord Feb 15
BAGGOTT, ALFRED THOMAS, Sketty, nr Swansea, Grocer Swansea Pet Feb 17 Ord Feb 17
BAKER, WALTER VICKERS, Merthyr Tydfil, Butcher Merthyr Tydfil Pet Feb 18 Ord Feb 18
BOGGS, JAMES ALEXANDER, Fulham rd, Ironmonger High Court Pet Dec 30 Ord Feb 18
BOES, WILLIAM HENRY, Earlsdon, Coventry, Dairyman Coventry Pet Jan 34 Ord Feb 15
COBBETT, WILLIAM HENRY, Osett, Yorks, Greengrocer Dewsbury Pet Feb 17 Ord Feb 17
CONRY, LEWIS, Merthyr Tydfil, Picture Frammer Merthyr Tydfil Pet Feb 17 Ord Feb 17
COHEN, PHILIP, Hoxton st, Draper High Court Pet Feb 17 Ord Feb 17

CORRIE, A.R. Mark In, Merchant High Court Pet Nov 5 Ord Feb 17
CRAWFORD, JOHN GEORGE, Bishopston, Bristol, Stationer Bristol Pet Feb 19 Ord Feb 19
CREWS, WILLIAM CHARLES, Burslem, Staffs, Foreman Cutter Hanley Pet Feb 18 Ord Feb 18
DARRIE, OSCAR, Bristol, Beer retailer Bristol Pet Feb 1 Ord Feb 17
DICKSON, JOHN THOMAS, Stratford St Mary, Suffolk, Licensed Victualler Ipswich Pet Feb 18 Ord Feb 18
DOUST, ALFRED, Gt Grimsby, Painter Gt Grimsby Pet Feb 17 Ord Feb 17
DUMMER, FREDERICK JAMES, Southsea, Hants, General Dealer Portsmouth Pet Feb 19 Ord Feb 19
DURKIN, JOHN JOSEPH, Wigan, Licensed Victualler Wigan Pet Feb 18 Ord Feb 17
FIRCH - MATTON, CLIFFORD, Leicester, Clerk Leicester Pet Feb 19 Ord Feb 19
FOXALL, DAVID, and WILLIAM FOXALL, Lye, Worcester, Trunk Manufacturers stourbridge Pet Feb 17 Ord Feb 17
FREESTONE, EDWARD, Worksop, Notts, Baker Sheffield Pet Feb 17 Ord Feb 17
GLOVER, ARTHUR MOODY, Mountstreat, Leicester, Cycle Agent Leicester Pet Feb 19 Ord Feb 19
GRIFFITHS, RICHARD DAVID, Aberdare, Glam, Grocer Aberdare Pet Feb 17 Ord Feb 17
GUSH, GERALD FRANK, Brighton, Dairyman Brighton Pet Jan 28 Ord Feb 17
HALL, HENRY, and HARRY HALL, Birmingham, Coal Merchants Birmingham Pet Jan 31 Ord Feb 19
HARRIS, JAMES WILLIAM, Thorswood, Notts, Contractor Nottingham Pet Feb 18 Ord Feb 18
HARDY, CHARLES, Llanbadrach, Glam, Assistant Timberman Pontypridd Pet Feb 18 Ord Feb 18
HAYLEY, JOHN GREENWOOD, Brighouse, Yorks, Cotton Spinner Halifax Pet Dec 30 Ord Feb 19
HILLS, THOMAS HENRY, Blackheath, Kent, Manufacturing Chemist Greenwich Pet Nov 14 Ord Feb 18
HIVTON, THOMAS ALBERT, Old Charlton, Kent, Assistant Greenwith Pet Nov 20 Ord Feb 11
HOPPER, ALFRED RICHARD BARRY, Middlesbrough, Grocer Middlesbrough Pet Feb 6 Ord Feb 14
HOSKINS, WILLIAM, Sketty, nr Swansea, Builder Swansea Pet Feb 17 Ord Feb 17
HURT, HENRY TOM, Boscombe, Bournemouth, Lodging house keeper Poole Pet Feb 17 Ord Feb 17
JONES, WILLIAM CHARLES, Aberystwyth, Cardigan, Antique Furniture Dealer Aberystwyth Pet Feb 17 Ord Feb 17
KAY, ROBINSON, Deganwy, Carnarvon, Licensed Victualler Bangor Pet Jan 28 Ord Feb 14
KEIF, JAMES, East Dean, Sussex, Wheelwright Eastbourne Pet Jan 17 Ord Feb 18
LEE, HENRY JAMES, St Leonard's st, Bromley by Bow, Beer Retailer High Court Pet Feb 15 Ord Feb 18
LOCAS, ROBERT WILLIAM, Kingston upon Hull, Confectioner Kingston upon Hull Pet Feb 18 Ord Feb 18
MATTHEWS, JAMES, Derby, Grocer Derby Pet Feb 18 Ord Feb 18
MOORE, JOHN WILLIAM, New gardens Wandsworth Pet Feb 19 Ord Feb 19
PALMER, THOMAS VINCENT, Southtown, Gt Yarmouth, Builder Gt Yarmouth Pet Feb 18 Ord Feb 18
PRICE, JOHN, Abercrom, Mon, Baker Newport, Mon Pet Feb 18 Ord Feb 18
RANDALL, EDITH MARY, Rickinghall Superior, Suffolk, Schoolmistress Ipswich Pet Feb 18 Ord Feb 18
ROFFRY, ALFRED, Small Heath, Birmingham, Grocer Birmingham Pet Feb 18 Ord Feb 18
ROGULSKI, GEORGE HENRY BRITAIN, East Dulwich, Mercantile Clerk High Court Pet Feb 18 Ord Feb 18
SHIELDS, WILLIAM SPOONER, Liverpool Liverpool Pet Jan 25 Ord Feb 19
SIEB, EDWARD JOSEPH ARTHUR, Sandwich, Kent, Schoolmaster Canterbury Pet Feb 17 Ord Feb 17
THOMAS, JOSEPH, Graig, Pontypridd, Glam, Collier Pontypridd Pet Feb 18 Ord Feb 18
TUCKER, FRANK HENRY, Bournemouth, Boarding House Proprietor Poole Pet Dec 14 Ord Feb 18
WATTS, WILLIAM CHARLES, Redwirth, Warwick, Builder Coventry Pet Feb 19 Ord Feb 19
WILSON, WILLIAM EDWARD BRADY, and WILLIAM MEAL, Oulton Broad, Suffolk, Builders Gt Yarmouth Pet Feb 18 Ord Feb 18
Amended notice substituted for that published in the London Gazette of Feb 14:
ELSH, ARTHUR GRAHAM, Derby, Decorator Derby Pet Jan 28 Ord Feb 11

ADJUDICATION ANNULLED.

BURWELL, GEORGE PATRICK, Kingston upon Hull, Commercial Traveller Kingston upon Hull Adjud June 29, 1901 Annul Feb 14, 1908

London Gazette.—THURSDAY, Feb. 25.

RECEIVING ORDERS.

ADAMS, THOMAS, and WALTER JAMES ADAMS, Witham, Essex, Fellmongers Chelmsford Pet Feb 21 Ord Feb 21
AHERNFIELD, EDWARD, Dover, Tobaccoist Canterbury Pet Feb 21 Ord Feb 21
BENBROCK, THOMAS, Essex rd, Islington, Fruiterer High Court Pet Feb 20 Ord Feb 21
BROWN, FREDERICK JAMES, and FREDERICK GEORGE BROWN, Nicholl sq, Ladies' Collar Manufacturers High Court Pet Feb 20 Ord Feb 20
BRATHWAITE, CHARLES, Howden, Yorks, Innkeeper Kingston upon Hull Pet Feb 21 Ord Feb 21
COLE, RAYMOND, Barnard's Green, Malvern, Carriage Builder Worcester Pet Feb 21 Ord Feb 21
CROMLEY, JOSEPH H, Liverpool, Provision Dealer Liverpool Pet Jan 31 Ord Feb 19
DICK, FRANK BURNETT, Sumbury on Thames, Metallurgist Wandsworth Pet Jan 1 Ord Feb 20
DUNNING, RICHARD, Clowne, Derby, Miner Sheffield Pet Feb 20 Ord Feb 20
ELLIOTT, JOSEPH, Coonodon, nr Coventry, Machinist Coventry Pet Feb 21 Ord Feb 21
ELLIS, EDWIN ROWLAND, Denmark hill, Camberwell Green, Auctioneer High Court Pet Sept 12 Ord Feb 24
FRANKLIN, GEORGE, London gds, New, Tailor High Court Pet Jan 29 Ord Feb 21
GOMPERS, NATHANIEL, Dalling rd, Hackney, High Court Pet Feb 21 Ord Feb 21
GREEN, ARTHUR WALLLEY, Neath, Glam, Bank Manager Neath Pet Feb 20 Ord Feb 20
HALL, FREDERICK, Birmingham, Job Master Birmingham Pet Feb 20 Ord Feb 20
HARRIS, SAM, Black Lion yard, Whitechapel, Butcher's Manager High Court Pet Feb 21 Ord Feb 21
HARRISON, CHARLES BERNARD, Birmingham, Fruiterer Birmingham Pet Feb 22 Ord Feb 22
HARRISON, DAVID, Ebury, Yorks, Labourer Bradford Pet Feb 20 Ord Feb 20
HIGGINS, CHARLES, Gravesend, Builder Rochester Pet Feb 21 Ord Feb 21
KNE, GEORGE JAMES, Lion st, Walsworth, Jobbing Builder High Court Pet Feb 21 Ord Feb 21
KITCHEMER, FREDERICK, Jarvis Brook, Sussex, Builder Tunbridge Wells Pet Feb 17 Ord Feb 17
LAKE, GEORGE, Upwell, Cambridge, Farm Foreman King's Lynn Pet Feb 17 Ord Feb 17
LIEWELLYN, JOHN, Pontypridd, Collier Pontypridd Pet Feb 20 Ord Feb 20
LOUIS, ARTHUR GRACE, Prestbury, nr Cheltenham, Horse Dealer Cheltenham Pet Feb 5 Ord Feb 20
MAKIN, GEORGE, FRANK MAKIN, and HANSEY MAKIN, Wakefield, Coach Builders Wakefield Pet Feb 21 Ord Feb 21
POLADIAN, HAPOF BROSSES, Withington, Manchester, Shipping Merchant Manchester Pet Feb 19 Ord Feb 21
PULLER, HENRY EDGCOMB, West Mersea, Essex, Labourer Colchester Pet Feb 22 Ord Feb 22
RICE, FREDERICK, Elmwell, Suffolk, Farmer Bury St Edmunds Pet Feb 21 Ord Feb 21
RICHARD, PHILIP, Sketty, Swansea, Colliery Proprietor Swansea Pet Feb 21 Ord Feb 21
ROE, JAMES NORMAN GRIGG, Henrietta st, Cavendish sq High Court Pet Feb 20 Ord Feb 20
ROUTH, CLARA ELAIN, Cardiff, Travelling Draper Cardiff Pet Feb 6 Ord Feb 18
RUMSEY, SIDNEY EMBELL, Bournemouth, Auctioneer's Clerk Poole Pet Feb 20 Ord Feb 20
SAVILL, LEONARD, and EDWIN SAVILL, Prittlewell, Southend on Sea, Grocers Chelmsford Pet Feb 21 Ord Feb 21
SAWARD, JOSEPH WILLIAM, Gt Grimsby, Mineral Water Manufacturer Gt Grimsby Pet Feb 22 Ord Feb 22
SLADESCAPE, HARRY, Rottingdean, Sussex, Builder Brighton Pet Feb 20 Ord Feb 20
SLEEF, SAMUEL, Morice Town, Devonport, Painter Plymouth Pet Feb 22 Ord Feb 22
STRINGER, JOHN VALENTINE, Barnsley, General Dealer Barnsley Pet Feb 20 Ord Feb 20
WILSON, DAVID, Westbury on Trym, Bristol, Produce Broker Bristol Pet Feb 20 Ord Feb 20

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

Amended notice substituted for that published in the London Gazette of Feb 14:

BESSETT, ARTHUR, Bedford, Builder Bedford Pet Feb 10
Ord Feb 10

FIRST MEETINGS.

BAGGETT, ALFRED THOMAS, Sketty, Mr SWANSON, Grocer March 5 at 12 Off Rec, 31, Alexandra rd, SWANSON
BENNETT, THOMAS, Essex rd, Islington, Fruiterer March 6 at 11 Bankruptcy bldg, Carey at
BROWN, FRICIVAL JAMES, and FREDERICK GEORGE BROWN, Nicholl sq, Ladies' Collar Manufacturers March 4 at 12 Bankruptcy bldg, Carey at
BROWN, THOMAS, Whitwell, Derby, Fruiterer March 4 at 12.30 Off Rec, Figgies ln, Sheffield
BURNARD, CYRIL BENNETT, Bedford, Stockbroker March 4 at 12.15 Off Rec, Bridge st, Northampton
CORNETT, WILLIAM HENRY, Oswest, Yorks Greengrocer March 4 at 12 Off Rec, Bank chambers, Corporation st, Dewsbury
CRAWFORD, JOHN GEORGE, Bishopstow, Bristol, Stationer March 4 at 11.30 Off Rec, 36, Baldwin st, Bristol
DICK, FRANK BURNETT, Sunbury on Thames, Metallurgist March 5 at 11.30 132, York rd, Westminster Bridge
DUMMER, FREDERICK JAMES, Southsea, Hants, General Dealer March 4 at 3 Off Rec, Cambridge junc, High st, Portsmouth
ELLIS, EDWIN ROWLAND, Denmark hill, Camberwell Green, Auctioneer March 6 at 1 Bankruptcy bldg, Carey at
FINCH-HATTON, CLIFFORD, Leicester, Clerk March 4 at 12.30 Off Rec, 1, Bertrids st, Leicester
FRANKLIN, GEORGE, Linden cres, High rd, Kew, Tailor March 6 at 12 Bankruptcy bldg, Carey at
FREESTONE, EDWARD, Workop, Notts, Baker March 4 at 1 Off Rec, Figgies ln, Sheffield
GLOVER, ARTHUR MOODY, Mountstret, Leicester, Cycle Agent March 4 at 3 Off Rec, 1, Bertrids st, Leicester
GOMPERS, NATHANIEL, Dalling rd, Hammersmith March 5 at 2.30 Bankruptcy bldg, Carey at
HARRIS, HARRY, and EDWARD HARRIS, Marlow, Bucks, Builders March 6 at 11.30 Bankruptcy bldg, Carey at
HARRIS, SAM, Black Lion yd, Whitechapel, Butcher's Manager March 5 at 11 Bankruptcy bldg, Carey at
HARRISON, DAVID, Kirby, Yorks, Labourer March 6 at 11 Off Rec, 12, Duke st, Bradford
HIGGINS, CHARLES, Gravesend, Builder March 9 at 12.15 115, High st, Rochester
HYDER, TOM, Hitchin, Herts, Ironmonger March 6 at 12 Off Rec, Bridge st, Northampton
JOHNSON, HENRY ISAAC HAINES, Southtown, Gt Yarmouth March 4 at 12.30 Off Rec, 8, King st, Norwich
JONES, GEORGE HENRY, Gt. Ayr, Rotherham, Yorks, Carriage Contractor March 4 at 12 Off Rec, Figgies ln, Sheffield
JONES, WILLIAM CHARLES, Aberystwyth, Cardigan, Antique Furniture Dealer March 6 at 11 Townhall, Aberystwyth
KAY, ROBINSON, Marine cres, Deganwy, Licensed Victualler March 6 at 12 Crypt chmbrs, Eastgate row, Chester
KEE, GEORGE JAMES, Lion st, Walworth, Jobbing Builder March 5 at 12 Bankruptcy bldg, Carey at
LANGLEDER, HARRY, Ambury rd, Blackney, Merchant March 4 at 11.30 Bankruptcy bldg, Carey at
LINTOTT, SAM, Hexthorpe, Doncaster, Boot Dealer March 4 at 11.30 Off Rec, Figgies ln, Sheffield
LLEWELLYN, JOHN, Resolven, Glam, Collier March 7 at 11 Off Rec, Post Office chmbrs, Pontypridd
MACDONALD, J. R. Snow hill, Timber Merchant March 4 at 11 Bankruptcy bldg, Carey at
MARIN, ABRAHAM ASK, Blackpool, Wall Paper Dealer March 6 at 11.30 Off Rec, 16, Cornwallis st, Bury in Furness
MOORE, JOHN WILLIAM, Kew gds March 4 at 12 139, York rd, Westminster Bridge
PETTIT, ANTHONY ROBERT, Middlesbrough, Tinsmith March 4 at 11 Off Rec, 8, Albert rd, Middlesbrough
RAISTRICK, WALTER, Beeston Hill, Leeds March 4 at 11 Off Rec, Bank chmbrs, Corporation st, Dewsbury
RICE, FREDERICK, Elmwell, Suffolk, Farmer March 4 at 12 Angel Hotel, Bury St Edmunds
RICHARD, JULIUS, Sketty, Swansea, Colliery Proprietor March 5 at 11 Markworth Hotel, High st, Swansea
ROE, JAMES NORMAN GREGG, Henrietta st, Cavendish sq March 5 at 12 Bankruptcy bldg, Carey at
ROLY, JOHN WILLIAM, Wotton under Edge, Glos March 11 at 3.15 94, High st, Barnstaple
SOUTHCOMBE, THOMAS, Hastings, Ironmonger March 4 at 11 County Court Office, 24, Cambridge rd, Hastings
SPICER, FREDERICK, 86 Jpollitts, nr Hitchin, Herts, Coal Merchant March 6 at 12.30 Off Rec, Bridge st, Northampton
WILSON, DAVID, Westbury on Trym, Bristol, Produce Broker March 4 at 11.45 Off Rec, 20, Baldwin st, Bristol
WILSON, WILLIAM REGINALD BRADY, and WILLIAM MEAL, Oulton Broad, Suffolk, Builders March 4 at 12 Off Rec, 5 King st, Norwich
WOOD, JOSEPH LEONARD, Cleethorpes, Hosiery's Assistant March 4, at 12 Off Rec, St Mary's chmbrs, Gt Grimsby

ADJUDICATIONS.

ASHENFELD, EDWARD, Dover, Tobacconist Canterbury Pet Feb 21 Ord Feb 21
ADAMS, THOMAS, and WALTER JAMES ADAMS, Witham, Essex, Fellmongers Chelmsford Pet Feb 21 Ord Feb 21
AUSTIN, EDWARD, Greenwich, Bootmaker Greenwich Pet Feb 18 Ord Feb 21
BENNETT, THOMAS, Essex rd, Islington, Fruiterer High Court Pet Feb 20 Ord Feb 21
BASTWELL, CHAS, Belsize, Yorks, Innkeeper Kingston upon Hull Pet Feb 21 Ord Feb 21
BROWN, FRICIVAL JAMES, and FREDERICK GEORGE BROWN, Nicholl sq, Ladies' Collar Manufacturers High Court Pet Feb 20 Ord Feb 20
CHETWYND, RICHARD WALTER, Wine Office at High Court Pet Nov 15 Ord Feb 21
COLK, RAYMOND, BARROUDS GREEN, Malvern, Worcester, Carriage Builder Worcester Pet Feb 21 Ord Feb 21

COLMAN, FREDERIC, Tushbrook, Liverpool Liverpool Pet Pet Jan 10 Ord Feb 20
DURNING, RICHARD, Clowds, Derby, Miner Sheffield Pet Feb 20 Ord Feb 20
ELLIOTT, JOSEPH, Chandon, nr Coventry, Machinist Coventry Pet Feb 21 Ord Feb 21
GRIBLER, HEINRICH, Elgin cres, Baker High Court Pet Jan 18 Ord Feb 22
GOMPERS, NATHANIEL, Dalling rd, Hammersmith High Court Pet Feb 21 Ord Feb 21
GREEN, ARTHUR WALLLEY, Neath, Glam, Bank Manager Neath Pet Feb 20 Ord Feb 23
HALL, FREDERICK, Birmingham, Job Master Birmingham Pet Feb 20 Ord Feb 21
HARRIS, SAM, Black Lion yd, Whitechapel, Butcher's Manager High Court Pet Feb 21 Ord Feb 21
HARRISON, CHARLES BERNARD, Birmingham, Poulterer Birmingham Pet Feb 22 Ord Feb 22
HARRISON, DAVID, Kirby, Yorks, Labourer Bradford Pet Feb 20 Ord Feb 20
HIGGINS, CHARLES, Gravesend, Builder Rochester Pet Feb 21 Ord Feb 21
HYDER, TOM, Hitchin, Ironmonger Luton Pet Feb 18 Ord Feb 20
JOHNSON, HENRY ISAAC HAINES, Southtown, Gt Yarmouth Gt Yarmouth Pet Feb 18 Ord Feb 20
KEE, GEORGE JAMES, Lion st, Walworth, Jobbing Builder High Court Pet Feb 21 Ord Feb 21
LAKE, GEORGE, Upwell, Cambs, Farm Foreman King's Lynn Pet Feb 17 Ord Feb 17
LEACH, JOSEPH, Norton Way, Letchworth, Herts, Builder High Court Pet Dec 10 Ord Feb 19
LLEWELLYN, JOHN, Resolven, Glam, Collier Pontypridd Pet Feb 20 Ord Feb 20
LOUIS, ARTHUR GRACE, Prestbury, nr Cheltenham, Horse Dealer Cheltenham Pet Feb 8 Ord Feb 21
MARIN, GEORGE, FRANK MARIN, and HARRY MARIN, Wakefield, Coach Builders Wakefield Pet Feb 21 Ord Feb 21
METALLI, LUIGI, St John's rd, Clapham Junction, Restaurant Keeper Wandsworth Pet Dec 19 Ord Feb 20
MYRING, WILLIAM, Wolverhampton, Builder Wolverhampton Pet Jan 20 Ord Feb 20
PULLEN, ERNEST EDOUARD, West Merwa, Essex, Labourer Colchester Pet Feb 22 Ord Feb 22
RICE, FREDERICK, Elmwell, Suffolk, Farmer Bury St Edmunds Pet Feb 21 Ord Feb 21
RICHARD, JULIUS, Sketty, Swansea, Colliery Proprietor Swansea Pet Feb 21 Ord Feb 21
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SAVILL, LEONARD, and EDWIN SAVILL, Fittlewell, Southend on Sea, Grocers Chelmsford Pet Feb 21 Ord Feb 21
SAYWARD, JOSEPH WILLIAM, Gt Grimsby, Mineral Water Manufacturer Gt Grimsby Pet Feb 22 Ord Feb 21
SLADESCANE, HARRY, Rottmdean, Sussex, Builder Brighton Pet Feb 20 Ord Feb 20
SLERP, SAMUEL, Morice Town, Devonport, Painter Plymouth Pet Feb 22 Ord Feb 22
SPICER, FREDERICK, 86 Jpollitts, nr Hitchin, Coal Merchant Luton Pet Feb 18 Ord Feb 20
STRETTEN, THOMAS CHARLES, LEXINGTON, Cophall av, Throgmorton st High Court Pet Oct 24 Ord Feb 18
STINGER, JOHN VALENTINE, Barmley, Yorks, General Dealer Barmley Pet Feb 20 Ord Feb 20
TURNER, ALFRED RUPHINOTSE, Union ct, Old Broad st, Merchant High Court Pet Dec 13 Ord Feb 22

Amended notice substituted for that published in the London Gazette of Dec 17:
BERRY, ALBERT EDWIN DODSON, Leytonstone, Essex, Grocer High Court Pet Nov 9 Ord Dec 12
Amended notice substituted for that published in the London Gazette of Feb 14:
BUSHY, ARTHUR, Bedford, Builder Bedford Pet Feb 10 Ord Feb 10
ADJUDICATION ANNULLED.
RAINFORTH, RICHARD, Lead, Dentist's Assistant Leeds Adjud Oct 25, 1907 Annul Feb 18

Amended notice substituted for that published in the London Gazette of Dec 17:

BERRY, ALBERT EDWIN DODSON, Leytonstone, Essex, Grocer High Court Pet Nov 9 Ord Dec 12

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ADJUDICATION ANNULLED.

RAINFORTH, RICHARD, Lead, Dentist's Assistant Leeds Adjud Oct 25, 1907 Annul Feb 18

MESSRS. HERRING, SON, & DAW,

AUCTIONEERS, ESTATE AGENTS, VALUERS,
Sanitary and Mortgage Surveyors,
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FETTER LANE, LONDON, E.C.

SALES BY AUCTION FOR THE YEAR 1908.

MESSRS.

DEBENHAM, TEWSON, RICHARDSON,
& CO. beg to announce that their SALES for 1908 of ESTATES, Investments, Town, Suburban, and Country Houses, Business Premises, Building Land, Ground-rents, Advowsons, Reversions, Stocks, Shares, and other Properties will be held at the AUCTION MART, Tokenhouse-yard, near the Bank of England, in the City of London, as follows:

Tuesday, March 3	Thursday, July 2
Tuesday, March 10	Tuesday, July 7
Tuesday, March 17	Thursday, July 9
Tuesday, March 24	Tuesday, July 14
Tuesday, March 31	Thursday, July 16
Tuesday, April 7	Tuesday, July 21
Tuesday, April 14	Thursday, July 23
Tuesday, April 21	Tuesday, July 28
Tuesday, May 5	Thursday, August 11
Tuesday, May 12	Tuesday, August 18
Tuesday, May 19	Thursday, October 15
Tuesday, May 26	Tuesday, October 20
Tuesday, June 2	Thursday, October 22
Thursday, June 4	Tuesday, October 27
Tuesday, June 16	Thursday, November 10
Tuesday, June 23	Tuesday, November 17
Thursday, June 25	Thursday, December 1
Tuesday, June 30	Tuesday, December 8

By arrangement, Auctions can also be held on other days in town or country. Messrs. Debenham, Tewson, Richardson, & Co. undertake Sales and Valuations for Probate and other purposes of Furniture, Pictures, Farming Stock, Timber, &c.

DETAILED LISTS OF INVESTMENTS, Houses, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by Private Contract can be obtained of Messrs. Debenham, Tewson, Richardson, & Co., 25, Cheapside, London. Telephone No. 508 Bank.

SALE DAYS FOR THE YEAR 1908.

MESSRS.

FAREBROTHER, ELLIS, EGHRTON,

BREACH, GALSORTHY, & CO.

beg to announce that the undermentioned dates have been fixed for their AUCTIONS of FREEHOLD, Copyhold, and Leasehold ESTATES, Reversions, Shares, Life Interests, &c., at the AUCTION MART, Tokenhouse-yard, E.C.

Other appointments for intermediate Sales can also be arranged.

Thursday, March 12	Thursday, July 2
Thursday, March 26	Thursday, July 9
Thursday, April 9	Tuesday, July 14
Tuesday, April 14	Thursday, July 23
Thursday, April 30	Tuesday, July 28
Thursday, May 7	Thursday, September 11
Thursday, May 14	Thursday, October 8
Thursday, May 28	Thursday, October 22
Tuesday, June 2	Thursday, November 13
Thursday, June 11	Thursday, November 20
Tuesday, June 16	Thursday, December 11
Thursday, June 18	

A List of forthcoming Sales by Auction is published in the advertisement columns of "The Times" every Saturday.

Messrs. Farebrother, Ellis, & Co. also issue on the 1st of every Month a SCHEDULE OF PROPERTIES TO BE LET OR SOLD, comprising landed and residential estates, farms, freehold and leasehold houses, town and country building land, City offices and warehouses, ground-rents, and investments generally, which will be forwarded on charge. A carefully-revised register of applicants' wants is kept, and details of requirements are especially invited from those seeking properties, &c., to whom particulars of suitable places are sent from time to time. Application should be made to their Offices, No. 22, Fleet-street, Temple-bar, E.C.

FURNISHED AND UNFURNISHED FLATS, TOWN and COUNTRY HOUSES

OF EVERY DESCRIPTION

Also SHOPS and OFFICES

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Surveyor, Valuer, Auctioneer, & Estate Agent,

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Surveyors,

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STIMSON & SONS also undertake SALES and Lettings by PRIVATE TREATY, Valuation for Probate and all purposes, Surveys, Negotiations of Mortgages and Rents, Shares, Chancery Receiverships, Arbitrations, Railway Compensation and other Claims, Sales of Furniture, Collections of Rents, Assessment Appeals, &c.

Separate Lists of House Property, Ground-rents for Sale, and of Houses, Premises, Shops, Offices To be Let or Sold on the first of each month, and can be had free of application, or by post for two stamps. The Sale List is the best medium in London for effecting Sales and Lettings expeditiously. No charge for insertion. Telegrams No. 624 London-wall. Telegrams, "Servabo," London.

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